



## **Online Banking Agreement**

### **Online Banking, Bill Pay, and Cash Management**

This Agreement describes your rights and obligations as a user of the Online Banking service, the Bill Payment service and/or Cash Management service (each, a “Service” and collectively “Services”). It also describes the rights and obligations of Town and Country Bank and Peoples Prosperity Bank. Please read this Agreement carefully before using any of the Services. By requesting and using one or more of these Services, you agree to comply with the terms and conditions of this Agreement.

#### **Definitions:**

The following definitions apply in this Agreement:

“Authorized User” or “User” is a person designated as being authorized by a Company’s Primary or Secondary Administrator to access or use any Service on a Company’s behalf

“Business Day” – Monday through Friday excluding legal holidays

“Company” – a customer who is a corporation, partnership, limited liability company, or other organization or sole proprietor whose online accounts are used primarily for business and commercial purposes.

“Customer” – any Individual or Business who has an interest in an account or other relationship that is accessible through the Services and any Individual or Business authorized to use the Service

“Online Banking” is the Internet-based service providing access to your Town and Country Bank and Peoples Prosperity Bank account(s)

“Online Account” means any Bank account from which you will be conducting transactions using a Service

“Password” is initially assigned to you by the Bank for use during the initial sign-on, or the codes you selected after the initial sign-on, that establishes your connection to the Service

“Time of day” references are to Central Standard Time or Central Daylight Time, as applicable

“You” and “Your” refer to users of the Service

“We”, “us” or “Bank” refer to The Bank, which offers the Services and which holds the accounts accessed by the Services.

Other capitalized terms used in the Agreement shall have the meanings ascribed thereto as set forth in this Agreement.

#### **Services**

You may use the System to request the following transactions for accounts that may be accessed through the System:

- View any of your Town and Country Bank and Peoples Prosperity Bank deposit, loan, and safe deposit box account balances and transactions;
- Transfer funds between your Bank accounts (each an “Account” and collectively, “Accounts”) as well as with other financial institutions;
- Make loan payments;
- Make safe deposit box payments
- View and/or download statements into financial management software;
- View and print check images;
- Initiate Stop Payments (regular fee applies);
- Bill Payment;
- Send secure email to Town and Country Bank and Peoples Prosperity Bank.
- Manage your budget with the bank’s personal financial management tools.
- Open new accounts.

for BUSINESS Customers ONLY with separate application, Bank approval and disclosure:

- Originate ACH debit and/or credit transactions;
- Originate domestic and international wires.

### **Use of Service/Limited Sublicense**

The Services to be provided by the Bank to the Customer consist of access to a secured system (the “System”) that permits the Customer to obtain Services by means of a computer or other Internet-enabled devices. The Bank’s Online Banking Provider is the sole owner and licensor of the Services and has granted the Bank the right to sublicense Services to its customers. Bank hereby grants to the Customer a sublicense for use of the System on a computer or other Internet-enabled device(s), subject to the terms and conditions set forth in this Agreement. Customer agrees that the Services and Services documentation are valuable, confidential, and proprietary property of the Bank and/or its Online Banking Provider and agrees not to transfer, distribute, copy, reverse, compile, modify or alter the Services or the Services documentation or any part thereof.

### **Access to Services**

The Bank will provide instructions on how to use the Online Banking Online Banking service, Bill Payment service and/or Cash Management service. You may access the Services from our web site located at [www.townandcountrybank.com](http://www.townandcountrybank.com). You will gain access to your Online Accounts through the use of your computer or other Internet-enabled device, your internet service provider, your Online Banking Login ID and Password and, in addition, for Business Customers, the Cash Management User ID, Password, and token security code. For security purposes, you are required to change your password(s) upon your initial log-in to any Service. Cash Management customers will be utilizing the Single Sign On feature, and only a designated Single Sign On ID and Password will be required after the initial log-in and password changes.

### **Use of Your Security Password and Authorization**

Your Password for the Service is a security method by which we are helping you to maintain the security of your account. You accept responsibility for the confidentiality and security of your Password. You agree that we are authorized to act on instructions received under your Password. You will be denied access to the Service if you do not enter the correct Password or other requested information.

- We require an alpha-numeric log-in ID that is a minimum number of characters in length

- Password must be between 8 and 25 characters. Alpha-Numeric-Special: Numbers, letters, special characters are required. The following special characters are allowed: + \_ % @ ! \$ & \* ~. When you change your password we do not allow you to use one of your previous four (3) passwords. Your password should not be associated with any commonly known or easily accessible personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.
- As an enhanced online security feature, the System utilizes the RSA Multi-Factor Authentication Solution. RSA Authentication provides you added safety by helping ensure that only you can access your bank account. We recommend that Cash Management Administrators establish a series of valid days of the week and/or time limitations for each User within the User settings.
- We require a physical or application token for Cash Management users as an additional layer of security in addition to your user ID, complex password, and security challenge questions. The token uses a complex mathematical algorithm to generate a series of one-time passwords from a secret shared key. A new code is generated every 30 seconds. **Equipment and Computer**

### **Requirements**

You are responsible for obtaining, installing, maintaining and operating all computer hardware, software and Internet access services necessary for using the Services. Your computer or Internet access device must, at a minimum, have a browser with capabilities to support a minimum encryption standards and browser requirements as required by the bank. We are not responsible for any losses, damages, injuries, errors or failures caused by any malfunction of your computer or other device or any virus or other problems that may be associated with access to or use of the Services or your computer or other device. We also are not responsible for any losses or delays in transmission of information you provide to us or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing your connection to the Internet or any browser software.

### **Security Recommendations**

The upward trend of more and more customers using online channels for banking and financial services has expanded the opportunities for criminals and cyber-crime. Cyber criminals using malware, keystroke loggers and/or Trojan viruses have the ability to capture customer information such as Login credentials and Multi-Factor Authentication challenge questions/answers and can hijack the user's computer using their IP address so that the criminal will appear to be the end-user. Some of the most common approaches for criminals to compromise end user data is to take advantage of end users signing on to unsecured networks, not having up to date virus protection and security patches, visiting compromised web sites or opening attachments with embedded malware or Trojan software. Due to the sophisticated nature of this crime, there is not on single solution for online security. The best approach is a multi-layered approach.

The Bank recommends use of a stand-alone computer to perform Cash Management activities ensuring that the computer is hardened, is not used for web-surfing or email, and that anti-virus software and security patches are installed and kept current.

The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a continually updated virus protection product that also scans Internet and e-mail files. An undetected virus may corrupt and destroy programs, files and your hardware, and may even affect portions of the software used for The Bank's online banking.

**Banking Transactions with Online Banking**

Customer authorizes the Bank to take on the Customer's behalf any action necessary to complete any transaction initiated through the Services. This authority includes, without limitation, the withdrawal of funds from any of Customer's Accounts or the obtaining of a loan or new deposit account both of which are effective as though the Customer had signed a check or withdrawal form to make the withdrawal or signed a direct loan check to obtain the loan.

New services may be introduced for Online Banking from time to time. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules governing the use of such services, which will be made available to you concerning these services.

**Balance Reporting**

The Bank shall provide prior day and the current memo posted balance and transaction information on your Accounts. The Bank shall not be responsible for the accuracy and timeliness of the delivery of any information furnished to the Bank by other reporting banks.

**Funds Transfer Service**

You may use the funds transfer service to schedule the transfer of funds between your checking and savings Accounts with us. The Service allows you to make funds transfers in the following ways: An immediate transfer is a single transfer of funds to be made as soon as possible after you request the transfer. A future dated transfer is a single transfer of funds to be made on a date you specify. A recurring transfer is one of a series of transfers of a fixed amount of funds on a regular periodic basis.

If you make a deposit to any of your Online Accounts by transferring funds using this Service before 6:00 p.m., Central Time, on any Business Day that we are open, we will consider that day to be the day we receive your deposit, unless we tell you otherwise. If you make a deposit to any of your Online Accounts by transferring funds using the Services after 6:00 p.m., Central Time, on any Business Day or on any day that is not a Business Day (Saturday, Sunday, Holiday), we will consider your deposit to be received by us on the next Business Day we are open.

If you make a deposit or funds transfer to any of your Online Accounts at other Financial Institutions by transferring funds using this Service before 6:00 p.m., Central Time, on any Business Day that we are open, we will consider that day to be the day we receive your deposit, unless we tell you otherwise.

You are responsible for the input and verification of all information entered into your Online Banking Account. The Bank shall have no responsibility to determine the accuracy of such information.

The Bank may, in its sole discretion, reject any transfer request if there are insufficient Available Balances in your authorized Account(s); or the transfer request (1) is not authenticated to The Bank's satisfaction or The Bank believes, in good faith, may not be authorized by you; (2) contains incorrect, incomplete or ambiguous information; or (3) involves funds subject to a lien, hold, dispute or legal process which prevents their withdrawal or transfer. The Bank shall incur no liability for any loss to you or to any third person occasioned by The Bank's refusal to make such transfer.

### **Transfer Limitations**

Because federal regulations require us to limit the number of preauthorized, automatic or telephone transfers (including transfers made with this Service) on the following types of accountst:

- Statement Savings Account
- Money Market Account

In accordance with federal law, if you have more than the allowable preauthorized transfers or preauthorized checks or drafts (for money market accounts) in any one period, your Account may be subject to closure by us and the funds placed in another Account that you are eligible to maintain.

### **Bill Payment Service**

The Bill Payment Service is provided by iPay (“iPay”). The Bill Payment Service permits you to use your Internet-enable devices to direct payments from your designated online Bill Pay Account to third parties you wish to pay. You may designate multiple Bill Pay Accounts. Through the Bill Payment Service, you can pay bills from your Bill Pay Account to businesses or individuals. While The Bank coordinates the Bill Payment Service with iPay, iPay performs all functions in connection with the Bill Payment Service. By using the Bill Payment Service, you acknowledge and agree that iPay is solely responsible for administration of the Bill Payment Service and waive all claims against the Bank arising out of your use of such Service.

All payments you make will be deducted from the Account that you designated for that payment. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States. iPay reserves the right to restrict types of payees to whom payments may be made using the Service from time to time.

Funds must be available in your Bill Pay Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday or holiday), funds must be available in your Bill Pay Account the following business day (e.g., Friday). Funds are withdrawn from your Bill Pay Account immediately when the payment is sent electronically. Payments sent by check will be deducted from your Account when the check is presented for payment by the payee. You may choose to schedule payments to recur in the same amount at regular weekly, bi-weekly, monthly, semi-monthly, quarterly, annual or semi-annual intervals (a “recurring payment”). If a recurring payment is chosen, the bill will be paid automatically each billing period. If the payment is not a recurring payment, it will be a “one-time payment”. One-time payments are not made until you enter the amount of the current bill and the date of payment.

When you create a new payee in the Bill Payment Service, it has a temporary status until IPAY has had sufficient time to set up the account, and, for your business payees, to verify information about your Account. You should schedule a payment to a new payee at least ten (10) business days before any payment due date, to allow IPAY time to set up the payee and verify information about your Account with the payee.

For all subsequent payments, you should allow for a reasonable time period, generally at least 3 to 4 business days for electronic payments and 5-7 business days for check payments between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other action taken by the payee.

The Bank does not have any duty to monitor the payments that are made through the Bill Payment Service. IPAY and The Bank are only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. IPAY and the Bank will not be liable in any way for damages you incur if you do not have sufficient funds in your Bill Pay Account to make the payment on the processing date, for delays in mail delivery, for changes to the payee's address or account number unless you have advised us of the change sufficiently in advance, for the failure of any payee to correctly account for or credit the payment in a timely manner, or for any other circumstances beyond the reasonable control of IPAY or the Bank.

Payments made through the Bill Payment Service are processed at 2:00 p.m. CST. Payments scheduled before 2:00 p.m. CST are considered effective on that business day. Otherwise, it will be considered received on the following business day.

If your Bill Pay Account does not have sufficient funds to make a payment as of the date the transfer or payment is attempted or scheduled to be made, the transfer or payment will be attempted until the funds are made available. For recurring payments, the payment will be attempted until the date of the next scheduled payment. In all cases, you are solely responsible for either making alternate arrangements for the payment or rescheduling the payment through the Service.

You can modify or delete bill payments, but modifications or deletions must be made before the payment is processed. No modifications or deletions can be made after the payment has been processed. You may request a stop payment of a check payment. See the Stop Payment Orders section of this Agreement for more information. You cannot request stop payment of an electronic payment.

### **Stop Payment Orders**

You can use this Service to initiate a stop payment request online for any check drawn against any of your Online Accounts. Each time you initiate a stop payment request, you warrant that the information describing the check, including the check date, the exact amount, the check number, and payee are correct.. You understand that your stop payment request is conditional and subject to verification by us that the check has not already been paid or that some other action to pay the check has not been taken by you.

A stop payment request against a check is effective only against the check that is identified as described above. A written request will be valid for 6 months, unless you renew your request in writing before the expiration of this time period. Otherwise, if you do not timely renew your request in writing and the check is presented to us for payment following the expiration of this time period, we may pay the check without any liability to you. We will charge you a separate fee for each stop payment request you make using this Service. The amount of this fee is disclosed in our account fee schedule.

If you make a stop payment request using this Service after 6:00 p.m., CST, on any Business Day or any day that is not a Business Day, we will consider your request to be received by us on the next Business Day we are open.

### **Online Banking Alerts**

Online Banking Alerts allow you to create a variety of automated alert messages for your online banking accounts. Each alert has different options available, and you will be asked to select from these options upon activation of your alert services. Electronic alerts will be sent to the email address you have provided as your primary email address for Online Banking. If you change your email address you are responsible for informing us of the change. You understand and agree that your alerts may be delayed or prevented by a variety of factors. We neither guaranty nor warrant the delivery, nor the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance of an alert.

### **Electronic Mail**

If you send The Bank an electronic mail message, we will deem it received on the following business day. The Bank will have a reasonable time to act on your e-mail.

You should not rely on electronic mail if you need to communicate with The Bank immediately – for example, if you need to report an unauthorized transaction from one of your Accounts or if you need to stop a payment that is scheduled to occur.

You agree that The Bank may respond to you by electronic mail with regard to any matter related to a Service, including responding to any claim of unauthorized electronic funds transfer that you make.

### **Compliance**

You and we agree that all bill payments, transfers and other Services will be subject to and will comply with applicable law, including without limitation, any applicable federal and state laws, codes, rules and regulations, such as the Internal Revenue Code and the operating circulars of the Federal Reserve System (collectively, “Applicable Law”), and the operating rules of networks, associations and systems, such as the rules of the National Automated Clearing House Association and any regional ACH (collectively, “Applicable Rules”) that we may use from time to time to provide the Services, and any Office of Foreign Assets Control (OFAC\*) requirements, each as amended from time to time. You acknowledge that no bill payments, transfers or other Services will be initiated that violate any Applicable Laws, Applicable Rules, or requirement.

\*OFAC is a division of the United States Treasury Department and is mandated to implement and enforce economic sanctions imposed by the U.S. Government against hostile foreign countries, their nationals, or other “specially designated” individuals or entities. These sanctions restrict banks and other businesses from doing business with those designated countries and entities.

### **Other Agreements**

In addition to this Agreement, you and The Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service, the Bill Payment Service, and/or Cash Management Service is your acknowledgment that you have received and read these agreements and are bound by them. You should review other disclosures received by you when you open your Accounts at the Bank including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of this Agreement. We will



automatically deduct any fees related to any Service used by you from your Bill Pay Account each month.

### **Business Days and Hours of Operation**

The Services are available 24 hours a day, seven days a week, except during special maintenance periods. For purposes of transactions, The Bank's business days are Monday through Friday, excluding holidays. All Online Banking transaction requests received after 6:00 p.m. CST on business days and all transactions, which are requested on Saturdays, Sundays, or holidays on which The Bank chooses to remain closed, will be processed on the next business day.

### **Joint Accounts**

When your Online Banking service is linked to one or more joint Accounts, we may act on the verbal, written or electronic instructions of any authorized signer on such Account. Joint Accounts using the same Online ID will be identified as one Service. However, we recommend that each authorized signer on joint accounts have their own individual Online ID.

### **Modifications to this Agreement**

Except as otherwise required by Applicable Law or Applicable Rule, the Bank may change the terms of this Agreement (including any applicable Services fees) and any other agreement described herein from time to time and at any time. When changes are made, we will post the amendment to our web site. We will update the Agreement on our web site on or before the effective date of the change, unless the change must be made before we can update the Agreement in order to maintain adequate security of the System or unless an Applicable Law or Applicable Rule mandates that the change be made at an earlier date. If such a change is made, and it cannot be disclosed without compromising the security of our System, this Agreement will be updated within 30 days after the change. Customer may choose to accept or decline changes by continuing or discontinuing the use of the Services. Customer's continued use of the Services shall constitute Customer's acceptance of the amended Agreement.

### **In Case of Errors or Questions About Your Electronic Transfers**

In case of errors or questions regarding Online Banking or Bill Payment transactions, or if you think your statement is wrong, or if you need more information about a transfer listed on your statement, call the Bank at (866) 770-3100 or write to us as soon as possible at:

Town and Country Bank\_Operations Department, 3601 Wabash Avenue, Springfield, Illinois, 62711.

We must hear from you at the specified telephone number or address no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

- Your name and Account number (if any) ;
- A description of the error or the transfer in question;
- An explanation concerning why you believe it is an error or need more information;
- The dollar amount of the suspected error and date on which it occurred.

### **For CONSUMERS ONLY:**

We will notify you with the results of the investigation within 10 business days after you notified us. If we need more time, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation.



If an alleged error involves new Account, or an electronic funds transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45).

If we determine that no error occurred, we will send you a written explanation on our determination, and any credit to your account with respect thereto shall be reversed. You may request copies of the documents that we used in our investigation.

You agree that the Bank may respond to you by electronic mail with regard to any claim of unauthorized electronic funds transfer related to the Service.

### **Your Liability**

If you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, you should immediately log in and change your password and then CONTACT US as soon as possible at (866) 770-3100. An immediate telephone call to us is the best way to reduce any possible losses.

### **Our Liability for Failure to Make a Transfer**

We will not be liable in the following instances:

1. If through no fault of the Bank, you do not have enough money in your Account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failures or breakdown, or the unauthorized actions of a third party) prevent the transfer, despite reasonable precautions that we have taken.
3. If there is a hold on your Account, or if access to your Account is blocked, in accordance with banking policy.
4. If your funds are subject to legal process or other encumbrance restricting the transfer.
5. The failure is due to an equipment breakdown which you knew about when you started the transaction.
6. You attempt to complete a transaction using the Service which is not a permissible transaction.
7. The transaction would exceed security limitations on the use of the Service.
8. If your transfer authorization terminates by operation of Applicable Law.
9. Access of your Accounts without your permission.
10. You have not properly followed the scheduling instructions on how to make a transfer included in this Agreement.
11. If we have received incomplete or inaccurate information from you or a third party involving that Account or transfer.

12. Failure by IPAY to properly complete a bill payment on time or in the correct amount under the Bill Payment Service.

13. If we, in good faith, believe that the transaction instruction was given without the Company's authorization, has not been properly authenticated or is fraudulent or we have other reasonable cause not to honor a transaction for the company or for our protection.

14. If you default under this Agreement, the deposit account agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this Agreement and in 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 an authorized transfer, and we will not be liable for any incidental or consequential damages, which are hereby waived.

If any of the circumstances listed in subparagraph 2 or 12 above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

#### **Disclosure of information to third parties**

We will disclose information to third parties about your Account or the transfer you make:

- Where it is necessary to complete transfers or investigate transaction errors and verify transactions; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant or payee; or
- In order to comply with court or government agency orders or court, government or administrative agency summonses, subpoenas, orders, examinations and escheat reports or other reporting requirements; or,
- If you give us your written permission; or
- As required or allowed by Applicable Law.

More information regarding disclosure of information to third parties is contained in the the Bank Privacy Policy which is incorporated in this Agreement by reference.

#### **Notices/Address Changes**

To the extent permitted by Applicable Law, any notice or communication to us will not be effective until we receive and have had a reasonable opportunity to act on such notice or communication.

You authorize us to, and you agree that we may, send any notice or communication that we are required or permitted to give you under this Agreement to your mailing address or e-mail address as it appears on our records, and that any such communication or notice will be effective and deemed delivered when provided to you in such a manner. You agree to notify us promptly about any change in your mailing address or e-mail address, and you acknowledge and agree that no such change will be effective until we have had a reasonable opportunity to act on your notice. If your Online Account is owned by more than one person or entity, you agree that we may consider any such notice or communication as being given to all Online Account owners when such notice or communication is given to any one Online Account owner.

You agree that we may send confidential information including your User IDs to your current address shown in our records for your Primary Online Account, whether or not our records include delivery instructions to a particular individual. You also agree that we will not be responsible or liable in any way in the event that such properly addressed information is intercepted by an unauthorized person either in transit, at your home, at your place of business or otherwise.

### **Inactivity and Termination**

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the accounts which you access using electronic banking services. We can terminate any or all of your electronic banking privileges under this Agreement without notice. We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason. We may convert your Account to inactive status if you do not sign on to the Service during any consecutive 90-day period. If your Account is considered inactive, you must contact us to have the Service activated before you will be able to log in to the Service.

Prior to the Agreement being terminated for any reason, you must cancel all outstanding bill payments, funds transfers and other Services, including any automatic or recurring bill payments or funds transfers.

To cancel Online Banking, Bill Payment and/or Cash Management service, you must notify the Bank and provide your name; address; whether you are discontinuing Online Banking, Bill Payment, Cash Management or a combination of Services; and the effective date to stop the Service. When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment Service will be assessed at the end of your statement cycle. You may notify the Bank by one of the following methods:

- By sending a secure message through online banking;
- By calling (866) 770-3100, 7:30 a.m. to 6:00 p.m. (Central Time), Monday through Friday;
- By writing a letter and either sending it to the following Town and Country Bank and Peoples Prosperity Bank Operations Department, 3601 Wabash Avenue, Springfield, Illinois 62711
- By giving it to a Personal Banker at any Bank location.

### **Use of External E-mail Address**

With the Online Banking Service, we may send messages to your external email address and notify you those responses to your payment inquiries or customer service inquiries are available. We cannot act on instructions sent by you from an external email address. You should use the Online Banking secure messaging notification to send instructions to the Bank.

### **Contact by Town and Country Bank and Peoples Prosperity Bank**

No Bank employee, or any company affiliated with the Bank will contact you via email or phone requesting your Online User ID or Password. If you are contacted by anyone requesting this information, please contact us immediately.

### **Governing Law**

This Agreement is governed by the laws of the State of Illinois and Applicable federal Law.

### **Fees for Services**

The Bank reserves the right to impose fees for Online Banking, Bill Payment Services, and other Services. You will be notified of the fees for such Services before the fees go into effect. Fees for Online Banking, Bill Payment Services and other Services are subject to change.

### **Waiver**

We may waive, or delay exercising, any of our rights under this Agreement without notifying Customer. Such a delay or waiver will not affect any other rights we may have. The waiving of any of our rights on any occasion shall not be deemed to be a waiver of such right in the future. This Agreement may not be amended by course of dealing.

### **Assignment**

Customer shall not assign this Agreement or Customer's rights hereunder, voluntarily or involuntarily, by operation of law (i.e., a merger) or any other manner, without our prior written consent. Any purported assignment in violation of this section is null and void. This Agreement shall be binding on Customer and Customer's successors and assigns and shall inure to our benefit and the benefit of our successors and assigns.

### **Miscellaneous**

This Agreement is the final and complete agreement between Customer and the Bank concerning the Services and supersedes any prior agreements, oral or written, or other communication between Customer and the Bank related to the Services including any marketing or other similar materials. If any part of this Agreement is determined by a court to be invalid, the rest will remain in effect. If any provision is determined by a court of competent jurisdiction to be invalid, the provision shall be deemed amended to the extent necessary to be valid, and all other provisions shall remain in effect. No failure, partial exercise or delay by us in exercising any of our rights or remedies shall constitute a waiver of any of them or require notice for subsequent exercise at any time of any of our rights or remedies. This Agreement may not be amended by course of dealing. Customer agrees that a copy of this Agreement and/or evidence that Customer entered into any agreement on-line, kept in the normal course of our business, may be entered into evidence as an original.

## **Additional Requirements for Business Customers**

### **Cash Management User IDs**

The Bank will issue an Online Banking Cash Management USER ID and Password to the Company's Primary Administrator (i.e. the person appointed by the Company and designated on the Online Banking Cash Management Enrollment form as Administrator for all Services).

Your Primary Administrator may designate one or more Secondary Administrators. Your Primary Administrator and any Secondary Administrator may designate one or more Authorized Users, establish transaction and authority limits for each User, edit User authority, unlock blocked Users, and delete Users. You accept as your sole responsibility the designation of any Secondary Administrator by your Primary Administrator and any Authorized User by your Primary Administrator or any Secondary Administrator. You understand that your Primary Administrator and any Secondary Administrator will control, and you authorize your Primary Administrator and any Secondary Administrator to control, access and use by Authorized Users of the Services. Your Primary Administrator and any Secondary Administrator can add, change or terminate your Authorized Users from time to time in their sole and

absolute discretion. The User's ID and Password identify the User as an individual who is authorized to conduct transactions within the Company's account and validate the directions given.

You will require your Primary Administrator, any Secondary Administrator(s) and all Authorized Users to comply with all provisions of this Agreement and all other applicable agreements, and you represent and warrant that they will do so. You acknowledge and agree that you are fully responsible for the failure of your Primary Administrator, any Secondary Administrator or any Authorized User to so comply. You are primarily responsible for (i) any bill payment or transfer made, (ii) any other Services utilized or transaction entered into or completed, and (iii) any charges incurred by your Primary Administrator, any Secondary Administrator and any Authorized User, even if your authorization is exceeded or violated by such person.

Whenever any Authorized User or Secondary Administrator leaves your employment or you otherwise revoke the authority of any Authorized User to access or use the Services, you must notify your Primary Administrator or any other Secondary Administrator immediately and the Primary Administrator or Secondary Administrator, as applicable, is solely responsible for deactivating such Authorized User's Cash Management User ID. You remain fully responsible for all use of the Cash Management User ID and the Services by any such Authorized User.

Whenever your Primary Administrator leaves your employment or you otherwise revoke your Primary Administrator's authority to access or use the Services, you must notify us immediately. You remain fully responsible for all use of the Services by the Primary Administrator occurring before you notify us and we have had a reasonable opportunity to act upon your notice.

### **Separation of Duties**

The System provides you the ability to require that an approval of certain Services take place before they can be processed. In order to increase your internal security, we recommend that the Company's Primary Administrator assign dual control to initiate transactions such as Funds Transfers, ACH Originations, Wire Transfers, and Bill Pay whenever possible.

### **Commonly Controlled Entities**

You represent and warrant that each of the entities listed on the Cash Management Application is under common ownership and/or control with you (each, a "Commonly Controlled Entity"), and each Commonly Controlled Entity has signed an Online Banking Application. You acknowledge and agree that, by including an entity on the application as a Commonly Controlled Entity, (i) your Accounts will be accessible to the Commonly Controlled Entities and you will have access to the Accounts of the Commonly Controlled Entities, and (ii) your (and your Commonly Controlled Entities') Primary Administrator, Secondary Administrators and Authorized Users will be able to transfer funds among the Accounts of the Commonly Controlled Entities, and (iii) all checks issued to payees thru the Bill Pay function for any of the Commonly Controlled Entities will have the name of the entity in which the Online Banking/Cash Management account has been established printed on the checks. You agree to designate as your Primary Administrator the same individual designated as such by each Commonly Controlled Entity (which individual shall be an officer of you and of each Commonly Controlled Entity), and you agree that such Primary Administrator will only designate Authorized Users who are officers or employees of you and of each Commonly Controlled Entity. You agree to defend, indemnify and hold us harmless from and against any and all actions, losses, liabilities, claims, damages or expenses (including,

without limitation, attorneys' fees, court costs and expenses) arising from or related to (i) your designation of an entity as a Commonly Controlled Entity, (ii) a Commonly Controlled Entity's designation of you as commonly owned/controlled with it, or (iii) the transfer of funds from an Account maintained by you to an Account maintained by a Commonly Controlled Entity, or vice versa. You and all Commonly Controlled Entities shall be jointly and severally liable for this indemnity obligation.

### **Cash Management ACH Origination Entries**

Subject to application and approval by the Bank, you can use this Service to initiate ACH debits and credits to consumer and commercial US bank accounts. You authorize us to process, transmit, receive and settle for entries through Automated Clearing House (ACH) and to credit or debit Entries to an Online Account.

If you elect to use this Service, you must enter into a separate ACH Agreement with us. You acknowledge and agree that this Service is also governed by our ACH Agreement and that if any provision of the ACH Agreement is inconsistent with or otherwise conflicts with this Agreement, the provisions of the ACH Agreement will govern and apply to this Service. If your ACH Agreement is terminated for any reason, we may, in our sole discretion and without notice to you, terminate your use of this Service.

### **Liability for Business Customers**

All Company Accounts that can be accessed under a Business Online Banking and /or Cash Management Online Banking account are not accounts established primarily for personal, family or household purposes.

Additional risk is associated with use of Online Banking Online Banking and Cash Management by Business Customers. You will not have the benefit of any consumer law limiting liability for the unauthorized use of your Online Banking Online Banking or Cash Management. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of Online Banking Online Banking or Cash Management. You are liable for transactions you did not authorize if we can prove that we processed the transaction in good faith and in compliance with a commercially reasonable security procedure to which we both agreed, unless otherwise required by Applicable Law. You agree to defend, indemnify and hold us harmless from and against any and all actions, losses, liabilities, claims, damages or expenses (including, without limitation, attorneys' fees and court costs and expenses) arising from or related to the access or use of any such Service.

If you have reason to believe that your Primary Administrator User ID, Password, or token have been lost, stolen or otherwise compromised (or may be compromised) or that a bill payment, funds transfer or other Service has been or may be made with your Primary Administrator User ID and Password without your permission, you must call us at (866) 770-3100 during normal business hours or write us at Town and Country Bank and Peoples Prosperity Bank Operations Department, 3601 Wabash Avenue, Springfield, Illinois 62711. You should also immediately change your Primary Administrator User ID and Password. You will not be liable for any unauthorized transaction that occurs after we receive your notice and have had a reasonable opportunity to act on it, unless we can prove that your failure to comply with this Agreement or to otherwise exercise ordinary care contributed to the unauthorized bill payment, funds transfer or other Service.

If you have reason to believe that any User ID has been lost, stolen or otherwise compromised (or may be compromised) or that a bill payment, funds transfer or other Service has been or may be made with any User ID without your permission, you must contact your Primary Administrator or any Secondary Administrator. Your Primary Administrator or Secondary Administrator, as applicable, must deactivate, and has the sole responsibility for deactivating, any such User ID. In no event will we be liable for any unauthorized transaction that occurs with any User ID (including Secondary Administrator).