### ONLINE BANKING AND ONLINE BILL PAY AGREEMENT AND ELECTRONIC FUNDS TRANSFER DISCLOSURE

This agreement and disclosure provides information about the Online Banking and Bill Payment service and contains the disclosures required by the Electronic Funds Transfer Act.

For the purpose of this document, "I," "me," "my," and "mine" shall refer to each Depositor who signs up for Online Banking or Bill Pay. "You," "your," or "Bank" shall refer to the financial institution at which the Depositor has the deposit account accessed through Online Banking or Bill Pay. All references to time of day in this Agreement and Disclosure refer to the time zone the bank is located in.

# **BUSINESS DAY**

The Apple River State Bank clarifies the term "business day" as meaning any day other than a Saturday, Sunday or federally declared legal holiday and the term "banking day" means that part of any business day on which we are open to the public for carrying on substantially all of our banking functions. If you make a deposit before 3:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 3:00 p.m. on a day we are open, we will consider that the deposit was made on the next business day we are open.

#### **ONLINE BANKING AND BILL PAYMENT SERVICES**

Online Banking and Bill Pay is a consumer electronic banking service. I may access Online Banking and Bill Pay using a personal computer through Apple River State Bank's or First Community Bank of Galena's website on the Internet.

### SERVICES AVAILABLE THROUGH ONLINE BANKING AND BILL PAYMENT

The Online Banking service allows me to:

- Transfer funds electronically (Transfers)
- Make loan payments to loans at the bank
- Obtain account information

The Online Bill Payment service allows me to:

- Access my designated checking account(s) to pay most bills (Bill Payments)
- Transfer money to and from accounts at other financial institutions (A2A)
- Pay people through text and email messages (PopMoney)

Collectively these are referred to as "Online Banking and Bill Payment services".

# ACCOUNT REQUIREMENTS

In order to subscribe to the Online Banking Service, you must have at least one account with us. Online Services and each of your accounts are also governed by the applicable Disclosures, Rates, and Fee Schedules provided by Apple River State Bank. You are responsible for paying any fees associated with Apple River State Bank Online Services and bill payment as well as any additional fees that may be assessed by your Internet Service Provider and for any telephone charges or fees incurred by accessing Apple River State Bank Online Services. I understand that in order to use Online Bill Pay, I must have a checking account with the Apple River State Bank.

### GENERAL INFORMATION ABOUT ONLINE BANKING SERVICES AND ONLINE BILL PAYMENT SERVICES

I may use Online Banking or Bill Pay virtually any time day or night, 7 days a week. However, Online Banking or Bill Pay may be temporarily inaccessible for a reasonable period on a daily basis due to Apple River State Bank's record updating, or system maintenance. We shall not be liable under this agreement for failure to provide access. Your access to the service shall be determined in the sole discretion of the Bank. Subject to applicable law, the Bank reserves the right to modify, suspend, or terminate access to the Service at any time and for any reason without notice or refund of previously incurred fees.

In addition, access to Online Banking and Online Bill Payment is made pursuant to a license agreement by and between Apple River State Bank and Fiserv. Any interruption of service or access caused by Fiserv will also prevent use of the services. To utilize the services, I will need to enter my assigned Username and Password or otherwise satisfy the system's security procedures.

### BANK'S RESPONSIBILITY FOR PROCESSING TRANSACTIONS

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 or damages.

# LIMITATIONS OF BANK'S RESPONSIBILITY FOR PROCESSING TRANSACTIONS

There are some exceptions to the Bank's liability for processing transactions on the Accounts. We will not be liable, for instance:

- 1. If, through no fault of ours, you do not have enough money in your Account to make the transfer;
- 2. If the transfer would go over the credit limit on your overdraft line;
- 3. If the funds in your Account were attached or the transfer cannot be made because of legal restrictions affecting your Account;
- 4. If any system or any software was not working properly and you knew about the breakdown when you started the transfer;
- 5. If circumstances beyond our control (such as interruption of telephone service or telecommunication facilities, or Natural disaster such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- 6. If you have not provided us with complete and correct transfer or payment information, including without limitation, the name, address, account number and payment amount for the Payee on a bill payment;
- 7. If you have not properly followed the instructions for using the Service or any software;
- 8. If your operating system or software was not properly installed or functioning properly; or
- 9. If you are unable to access your Account or the Service due to Internet facility or service provider delays or other problems.
- 10. There may be other exceptions stated in our agreement with you. The Bank's sole responsibility for an error in a fund transfer or bill payment will be to correct the error, but in no case shall the Bank be liable for any indirect, punitive, special, incidental or consequential damages (even if you have informed us of the possibility of such damages). In states which do not allow the exclusion or limitation of liability for indirect, punitive, special, incidental or consequential damages, the Bank's liability is limited to the extent permitted by Applicable Law (as defined below). Our service providers are independent contractors and not our agents. To the extent permitted by Applicable Law, we will not be responsible for any error, damage or other loss caused by any service provider.

# CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- 1. Where it is necessary for completing the transfers.
- 2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- 3. In order to comply with government agency or court orders.
- 4. If you give us your written permission.

### AMENDMENTS

Apple River State Bank has the right to modify or terminate this agreement at any time. We will comply with any notice requirements under applicable law for such changes or termination. If we terminate this Agreement, no further Apple River State Bank Online Services transfers or bill payments will be made, including but not limited to any payments or transfers scheduled in advance or any pre-authorized recurring payments or transfers. If we modify this Agreement, your continued use of Apple River State Bank Online Services will constitute your acceptance of such changes in each instance.

### AUTHORIZED USE (JOINT ACCOUNTHOLDER AND AUTHORIZED SIGNERS)

You hereby release Apple River State Bank from any liability and agree not to make any claim or bring any action against us for honoring or allowing any actions or transactions where you have authorized the person performing the action or transaction to use your account(s) and/or you have given your secure login profile to such person, or, in the case of a jointly held account such person is one of the owners of the account. A person who has been furnished your secure login profile is considered an authorized user, until you contact the Bank verify your identity and have your secure login profile reset. You agree to indemnify Apple River State Bank and hold it harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from any such claims or actions. There are two ways for joint accountholders to enroll for Apple River State Bank Online Services.

- 1. All account holders may enroll separately and each will have his/her own secure login profile, and his/her own separate Apple River State Bank Online Services Agreement. Each such account holder is subject to separate Apple River State Bank Online Services Service fees as applicable.
- 2. Alternatively, one holder of a joint account can enroll for Apple River State Bank Online Services with one secure login profile issued and be subject to fees for one person.
- 3. In the case of a business entity, the entity is enrolled with one secure login profile and is subject to the fees for one entity.

# ONLINE BANKING TRANSFERS AND LOAN PAYMENTS

# Transfer types allowed:

- 1. Transfer funds between your checking and/or savings accounts whenever you request.
- 2. Transfer funds from your checking or savings accounts to your loan accounts.

# **ONLINE BANKING TRANSFERS**

- Account Designation: I may designate as many accounts as I have with the Apple River State Bank between which I
  may transfer funds electronically through Online Banking. All these accounts must be in my name, unless in the case of a
  jointly held account such person is one of the owners of the account. Transfers may not be made into or out of any IRA or
  certificate of deposit account with Apple River State Bank.
- 2. Funds Availability: Transfers completed during an Online Banking session that are not scheduled for a future date, will process immediately. I must make transfers before 3:00 p.m. on a banking day for those funds to be posted on an account that day. Realtime transfers cannot be canceled or deleted once completed. Scheduled transfers will be processed at 9:00 a.m. on the scheduled date or before or after a weekend or holiday as you specify when setting up the scheduled transfer, and will be posted to your account that day. Scheduled transfers may be changed or canceled up until they are processed.

### **ONLINE LOAN PAYMENTS**

1. Account Designation: I may designate as many accounts as I have with the Apple River State Bank between which I may make loan payments electronically through Online Banking. All these accounts must be in my name, unless in the case of a jointly held account such person is one of the owners of the account. Loan payments may not be made from any IRA or certificate of deposit account with Apple River State Bank. Loan payments completed during an Online Banking session that are not scheduled for a future date, will process immediately. I must make loan payments before 3:00 p.m. on a banking day for those funds to be posted on a loan that day. Loan payments cannot be canceled once processed. Scheduled loan payments will be processed at 9:00 a.m. on the scheduled date or before or after a weekend or holiday as you specify when setting up the scheduled loan payment, and will be posted to your loan that day. Scheduled loan payments may be changed or canceled up until they are processed.

# **ONLINE BANKING LIMITATIONS ON SERVICES**

- Secondary market loans (i.e. Freddie Mac home mortgages) may only be paid on the first day of each month (or within the fifteen day grace period) as these loans use a 30/365 interest calculation, and we cannot accept early payments. Apple River State Bank recommends scheduling these payments to occur on the first day of each month. Additional principle payments can be made online by selecting the "Principle Only" payment type.
- 2. Transfer Limitations. Except as provided herein, all transfers and loan payments to and from an account are subject to the terms and conditions applicable to such accounts set forth in the account agreement governing such account. With respect to interest bearing accounts, I may not make more than six transfers or withdrawals per statement period to another account of mine or to third parties, when these transfers are made by means of a preauthorized or automatic transfer, or telephonic agreement, order or instruction.
- 3. Available Funds Required. All transfers and loan payments initiated through Online Banking are subject to there being sufficient funds available in the affected account to cover the transfer on the scheduled initiation date or earlier. Failed transfers and loan payments due to non-sufficient funds will retry 4 times before failing.

# STOPPING OF MODIFYING ONLINE BANKING AUTHORIZED TRANSACTIONS

• RealTime Transfers and Loan Payments cannot be deleted, changed or cancelled once processed.

• Scheduled transfers and loan payments may be changed or canceled up until they are processed.

### AUTHORIZATION TO CHARGE ACCOUNTS

I authorize you to charge my designated account(s) for any transactions accomplished through the use of Online banking or Online Bill Payment services including the amount of any bill payment or transfer that I make. I understand that in adding a payee or maintaining a payee list, even if no payments are scheduled, I am electing to use the full Online Banking and Bill Payment service.

I authorize you to process bill payments and to transfer funds according to the instructions you receive if the instructions are received from me through the Online Banking or Online Bill Payment services. I authorize you to initiate any reversing entry or reversing file, and to debit my accounts at Apple River State Bank or elsewhere, in order to correct any mistaken credit entry. I understand that if a bill payment request describes the beneficiary inconsistently by name and account number, execution of the request will occur on the basis of the account number, even if it identifies a person different from the named beneficiary.

Further, Apple River State Bank and other financial institutions to which a bill payment request is forwarded may rely on any Apple River State Bank identification number supplied by me as a means to identify any other Apple River State Bank, even if the identification number is different than the Apple River State Bank named by me. My obligation to pay the amount of the bill payment to Apple River State Bank is not excused in such circumstances.

### **BILL PAYMENT PROCEDURES**

For most bills, we can deliver your payment the next business day. If we send the payment by check, it can take five or fewer days for your biller to receive it.

When you enter an amount, Online Bill Pay automatically displays the earliest date the biller will receive the payment without incurring expedited payment fees. You can accept this date or change it. Sufficient funds must be available by midnight of the night before the Scheduled Initiation Date, but will be deducted from my designated account on the Scheduled Initiation Date. "Recurring" transactions may be canceled or changed until 12:00 midnight of the night before the Scheduled Initiation Date.

#### **Overnight Check Payment**

You can make an expedited payment to some billers by sending a check through an overnight delivery service. If you schedule the payment by 2:00 P.M. ET, your biller can receive it the next day. **Note:** Checks can only be delivered overnight to a street address in the continental U.S. The address cannot be a PO box, military address (APO or FPO), or address in Alaska, Hawaii, or Puerto Rico.

#### Same-Day Bill Pay Payment

Some billers let you make payments on the same day or the next business day. When you schedule an expedited payment, you accept the associated fee. When you see the payment on your bank statement, you'll see two separate transactions: one for the payment you sent and one for the expedited delivery fee.

#### Automatic Payments for an E-bill

If you receive an e-bill in Online Bill Pay, your biller may let you pay it automatically. You can select the amount and date options according to your needs and the payment options each biller offers. The options that are available vary by biller. **Note:** Some billers, such as credit card companies, send a minimum amount due for your bill, which may be different from the account balance. You may need to make additional payments to pay the account balance.

#### Automatic Payment Schedules

You can also automatically schedule payments of a set amount at regular intervals. For example, you can schedule a payment at the first of each month to pay your mortgage or rent. This type of automatic payment is always available to you, regardless of whether you receive e-bills from the biller.

# **BILL PAYMENTS**

- Account Designation and Payees. Bill payments I make through Apple River State Bank will be deducted from my designated funding account. Any payees I wish to pay through Online Bill Pay must be payable in U.S. Dollars and located in the United States. Each payee must appear on the payee list I create with you and the account I am paying with must be in my name. I may not use Online Bill Pay to make payments to a federal, state or local governmental or tax unit, or to other categories of payee that you establish from time to time.
- 2. Processing. Funds will be taken out of my designated funding account on the scheduled pay date entered by me. In many cases, my bill payments are electronically delivered to the payee the next business day of the scheduled initiation date.

However, some payees are not set up to accept electronic payment. In these cases, a check will be sent, which may take five business days to process and deliver to the payee. Online Bill Pay provides an indication of how many days to allow for each payee I designate.

I must allow sufficient time (2 or 5 business days, as indicated) for Online Bill Pay to receive my request and process the bill payments so that the funds can be delivered to the payee before the payment due date, or for mortgage payments, on or before the due date (the due date shown on my invoice or provided in my agreement with the payee, not taking into account any grace period provided by the payee). If I do not allow sufficient time, I will assume full responsibility for all late fees, finance charges, or other actions taken by the payee. If I schedule my payment with sufficient time, and the payment was not received by the payee, or was received late, Apple River State Bank's vendor Fiserv offers a 100% payment guarantee, and will cover any late fees or assessed finance charges. (up to \$50) Your account will be noted appropriately to ensure that your credit rating is not negatively impacted.

Apple River State Bank is responsible only for exercising ordinary care in making payments upon my authorization and for mailing or sending a payment to the designated payee. Apple River State Bank is not liable in any way for damages I incur if I do not have sufficient funds in my account to make the payment on the processing date, if the estimate of time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to account correctly for or credit the payment in a timely manner, or for any other circumstances beyond the control of Apple River State Bank.

Apple River State Bank is not responsible if Online Bill Pay customer service is unable to reach me, whether or not this is due to events beyond the control of Online Bill Pay customer service. I must keep my current e-mail address up to date by clicking on the My Profile link and then view personal information. If a bill payment is not processed because there are insufficient funds available in my account, another attempt will be made to deduct the funds from my account after two business days. If there are still insufficient funds available in my account, I am responsible for either making alternate arrangements for the payment, or rescheduling the payment through Online Bill Payment services.

### ONLINE BILL PAY LIMITATIONS ON SERVICES

- Transfer Limitations. Except as provided herein, all Bill Payments to and from an account are subject to the terms and conditions applicable to such accounts set forth in the account agreement governing such account. With respect to interest bearing accounts, I may not make more than six transfers or withdrawals per statement period to another account of mine or to third parties, when these transfers are made by means of a preauthorized or automatic transfer, or telephonic agreement, order or instruction.
- Available Funds Required. All bill payments initiated through Online Bill Pay are subject to there being sufficient funds available in the affected account to cover the payment by the Pay Date.

### STOPPING OR MODIFYING ONLINE BILL PAY AUTHORIZED PAYMENTS

Payments with a pay date of the next business day are processed at 9 p.m. Central time and after that the transactions cannot be stopped, canceled, or changed once my Online Bill Pay session is terminated. Except as stated below, in order to request a stop payment or change an Online Bill Pay transaction designated as an "automatic", I must use Online Bill Payment services and follow the instructions provided to me. I must cancel the payment or transfer using Online Bill Payment Services by 9:00 p.m. of the business day before the scheduled pay date.

Apple River State Bank may impose a \$20.00 stop payment fee for stop payments performed Online Bill Pay or Apple River State Bank.

If I request a cancellation of a transaction as set forth above and you do not do so, you will be liable for the damages caused as explained in paragraph S.

# ACCOUNT INFORMATION; ELECTRONIC NOTICE

I may check the balance(s) of the Apple River State Bank accounts that are linked by access through Online Banking. (NOTE: the balance figure may not reflect recent transactions, and may include funds which are not subject to immediate withdrawal.) I may get a listing of transactions posted to my primary checking account since my last monthly statement, and may get general account information for all accounts linked by access through Online Banking Services.

### SECURITY PROCEDURES

A temporary Password may be issued to me in the event I am locked out and need to be unlocked by bank personal or use the forgot my password feature. I understand that this password will be used only the first time I access the service, when I then will define a new, permanent Password. The Password is confidential and should not be disclosed to third parties. I am responsible for

the safekeeping of the Password. I agree not to disclose or otherwise make the Password available to anyone not authorized to sign on my accounts.

I represent that I have considered the security procedures of the Online Banking and Bill Payment services and find that the security procedures are commercially reasonable for verifying that a bill payment request or transfer request or other communication purporting to have been issued by me is, in fact, mine. In reaching this determination, I have considered the size, type and frequency of bill payments, transfers or other communications that I anticipate issuing to Apple River State Bank.

If the Online Banking or Bill Payment security procedures are not, in my judgment, commercially reasonable, I must inform you within 30 days. If the size, type and frequency of my bill payments and transfers change, and the result is that the Online Banking and Bill Payment security procedures cease to be commercially reasonable, I must also inform you of this within 30 days.

We cannot accept notifications of lost or stolen passwords or unauthorized transfer or payments via email.

# LIABILITY OF UNAUTHORIZED USE

I will notify you immediately if I believe that my password has become known to an unauthorized person, telephoning is the best way of keeping my possible losses to a minimum. If I suggest that an unauthorized transfer or payment may have occurred, you may require me to sign an affidavit.

I could lose all the money in my deposit account(s) accessed through Online Bill Payment services (plus my maximum overdraft line of credit, if any) if I don't inform you that my password has become known to an unauthorized person. If I tell you within two business days after I learn of the loss or theft, I can lose no more than \$50.00 if an unauthorized person used my password to access Online Banking and Bill Payment services without my permission.

If I do not tell you within two banking days after I have learned that my password has become known to an unauthorized person, and you can prove that I could have stopped someone from using my Password without my permission if I had told you, I could be liable for as much as \$500.00.

Also, if my statement shows electronic funds transfers that I did not make, I will notify you immediately. You may require me to provide my complaint in the form of affidavit. If I do not tell you within 60 days after the statement was mailed to me, I may not get back any money I lost after the 60 days if you can prove that you could have stopped someone from taking the money if I had told you in time.

If a good reason (such as a long trip or a hospital stay) kept me from telling you, you will extend the time periods.

# NOTIFICATION OF UNAUTHORIZED TRANSACTION OR A LOST OR STOLEN CUSTOMER ID, USERNAME, OR PASSWORD

If I believe my Password has become known by an unauthorized person, or that someone has transferred money or made payments without my permission, I will call the Apple River State Bank customer service at 815-777-6300.

### LIABILITY FOR FAILURE TO MAKE PAYMENTS

If you do not send a payment or make a transfer on time, or in the correct amount according to my instructions given in accordance with this Agreement and Disclosure, you will be liable for damages caused. However, there are some exceptions. You will not be liable, for instance, if:

- 1. Through no fault of yours, my designated funding account does not contain sufficient funds to make the payment or transfer.
- 2. The payment or transfer would go over the credit limit on my overdraft line of credit.
- 3. The equipment, ATM network, phone lines, or computer systems were not working properly or were temporarily unavailable.
- 4. Circumstances beyond your scope of control, such as fire or flood, prevented the payment or transfer, despite reasonable precautions that you have taken.
- 5. A court order or legal process prevents you from making a transfer or payment.
- 6. I have previously reported my ATM card lost or stolen, or if you have a reasonable basis for believing that unauthorized use of my Password or designated account have occurred or may be occurring if I default under my agreement with you

or if you or I terminate this Agreement.

7. The payee does not process a payment correctly, or in a timely manner.

There may be other exceptions stated in your agreement with me.

If any of the circumstances listed in subparagraph 3) or 4) shall occur, you shall assist me with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct transactions that have incorrectly been processed.

### ERRORS OR QUESTIONS:

I will telephone you at 815-777-6300 or write Apple River State Bank, PO BOX 6006. Galena, IL 61036 as soon as I can, if I think my statement or receipt is wrong or if I need more information about a bill payment or transfer listed on the statement or receipt. You must hear from me no later than 60 days after you send the statement on which the problem or error appeared. A statement is considered to have been sent when it is first made available. I must:

- 1. Tell you my name and account number.
- 2. Describe the error or payment I am unsure about, and explain as clearly as I can why I believe it is an error or why I need information.
- 3. Tell you the dollar amount of the suspected error.

If I tell you verbally, you may require that I send my complaint or question in writing within ten business days. You may require me to provide my complaint in the form of an affidavit.

You will inform me of the results of your investigation within ten business days (20 business days if the suspected error occurred outside the United States or if it occurred at a merchant location for the purchase of goods and services) after you hear from me and will correct any error promptly. If you need more time, however, you may take up to 45 calendar days (90 days if outside the United States or if it occurred at a merchant location for the purchase of goods or services) to investigate my complaint or question.

If you decide to do this, you will re-credit my account within ten business days (20 business days if the suspected error occurred outside the United States or if it occurred at a merchant location for the purchase of goods or services) for the amount I think is in error, so that I will have the use of my money during the time it takes you to complete your investigation. If you ask me to put my complaint or question in writing and you do not receive it within ten days, you may not re-credit my account.

If you determine that there is no error, you will send me a written explanation within three business days after you finish your investigation. I may ask for copies of the documents that you used in your investigation.

If I believe an error other than an electronic funds transfer problem has occurred concerning a deposit account or if I have a problem regarding a credit account accessed by an ATM Card, I will refer to my monthly statement for instructions regarding how to have you resolve my question or correct an error.

# ACCOUNT INFORMATION DISCLOSURE

You will disclose information to third parties about my account and the payments I make:

- 1. When it is necessary for verifying or completing payments, or resolving a problem relating to a payment;
- 2. In order to verify the existence and the condition of my account for a third party, such as a credit bureau or merchant;
- 3. In order to comply with government agency or court orders;
- 4. To any subsidiary or affiliate;
- 5. If I give you my written permission; or
- 6. As otherwise permitted in Apple River State Bank's Deposit Agreement and Disclosures, by law, or as required by government regulations.

# DOCUMENTATION AND VERIFICATION OF PAYMENTS

- 1. Confirmation Numbers: Upon completion of a transaction using Online Bill Payment services, a confirmation number will be given. I should record this number, along with the payee, scheduled date and transaction amount in my checkbook register (or other permanent record), because this will help in resolving any problems that may occur. No printed receipts are issued through Online Bill Pay. Upon completion of a transaction using Online Banking services, a confirmation number will be given. I should record transactions, dates, and amounts in a permanent record such as checkbook register, savings passbook, or loan record. No printed receipts are issued through online banking.
- 2. Periodic Statements: Information concerning Online Banking and Bill Pay transactions will be shown on my normal statement for the account to and from which transfers or payments are made. I will get a statement monthly, unless there are no electronic funds transfers in a particular month. In any case, if my account is a checking, savings, or money market, I will get a statement at least quarterly. Statements for loans will not be provided unless specifically requested.
- 3. Recurring Deposits: If I have arranged to have deposits made to a deposit account at least once every 60 days from the same person or company, I can find out whether or not the deposit has been made through Online Banking. Or, I can call one of the Apple River State Bank branches or the First Community Bank of Galena branch to find out whether or not the deposit has been made.

## ALERTS TERMS AND CONDITIONS

Alerts. Your enrollment in Apple River State Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Apple River State Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Apple River State Bank reserves the right to terminate its alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Apple River State Bank Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop alerts via text message, text "STOP" to 96924 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Apple River State Bank Online Banking. For help with SMS text alerts, text "HELP" to 96924. In case of questions please contact customer service at (815) 777-6300. Our participating carriers include (but are not limited to) AT&T, T-Mobile<sup>®</sup>, U.S. Cellular<sup>®</sup>, Verizon Wireless, MetroPCS.

Limitations. Apple River State Bank provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Apple River State Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Apple River State Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

### ACCEPTANCE

My initial use of Apple River State Bank Online Services constitutes my acceptance and agreement to be bound by all of the terms and conditions of this Agreement, by the Disclosures, Rates, and Fee Schedules applicable to my accounts, and acknowledges my receipt and understanding of this agreement. Apple River State Bank is entitled to act on instructions received through Apple River State Bank Online Services under my secure login profile. However, do not, under any circumstances, disclose your secure login profile by telephone or to any one claiming to represent Apple River State Bank; Apple River State Bank's employees do not need and should not ask for your secure login profile.

You are liable for all transactions made or authorized using your secure login profile. Apple River State Bank has no responsibility for establishing the identity of any person using your secure login profile. If, despite Apple River State Bank's advice, you give your secure login profile to anyone, you do so at your own risk since anyone to whom you give your Apple River State Bank Online Services secure login profile or other means of access will have full access to your accounts even if you attempt to limit that person's authority. You must notify Apple River State Bank that your secure login profile has been lost, stolen or otherwise compromised and should not be honored and must be disabled.

# **OTHER CONDITIONS:**

I am responsible for complying with all terms of this Agreement and Disclosure and the regulations governing the deposit accounts which I access using Online Banking and Bill Payment Services. You can terminate my Online Banking and/or Bill Payment privileges without notice to me if I do not pay any fee required in this Agreement and Disclosure when due or if I do not comply with those agreements. The regulations governing my deposit account are set forth in your Deposit Agreement and Disclosures, a copy of which is available from any branch location.

# CHANGE IN TERMS

We will mail or deliver a written notice to you at least 21 days before the effective date of any change in a term or condition disclosed in this Agreement and Disclosure, if the change would result in increased fees or charges, increased liability for me, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law.

# FEES

We reserve the right to impose a fee and to change fees upon notice to you.

# CONTACT US

Online Bill Pay Customer Service can be reached at 855-727-2973 between the hours of 6:00 AM - 12:00 AM CT, 7 days a week.

Revised 10/17/2021