

The Gifford State Bank

Internet Banking Services Customer Agreement/Terms and Conditions

This Internet Banking Services Customer Agreement/Terms and Conditions ("Agreement") describes your rights and obligations as a user of the Internet Banking service or the Bill Payment service ("Services"). It also describes the rights and obligations of The Gifford State Bank ("Bank"). Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement. By utilizing the Services, Customer agrees to be bound to all rules and regulations applicable to Customer's deposit account at The Gifford State Bank as established and amended by The Gifford State Bank which are specifically made applicable to this Agreement. The Gifford State Bank Privacy Statement may be viewed at:

<https://onlinebanking.giffordbank.com/olb.OnlineBanking.PublicFiles.axd?Name=PrivacyNotice18.pdf>

I. Definitions

The following definitions apply in this Agreement:

1. "Authorized Representative" refers to a person with authority (with respect to the account);
2. "Bill Payment" is the online service that enables the scheduling of bill payments using a personal computer;
3. "ISP" refers to your Internet Service Provider;
4. "Online Banking" is the Internet-based service providing access to your Bank account(s);
5. "Online Account" means the Bank account from which you will be conducting transactions using a Service;
6. "Password" is the Bank-generated code selected for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
7. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
8. "Time of day" references are to Central Standard Time;
9. "User ID" is the Bank-generated identification code assigned to you for your connection to the Service;
10. "We", "us", or "Bank" refer to The Gifford State Bank which offers the Services and which holds the accounts accessed by the Services; and
11. "You" or "your" refers to the owner of the account or the authorized representative.

II. Access to Services

The Bank will provide instructions on how to use the Internet Banking and bill payment services. You will gain access to your online accounts through the use of your Internet-enabled device, your ISP, your Password and your User ID. You may access your online accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

For purposes of transactions, the Bank's business days are Monday through Friday, excluding holidays and weekends. All Internet banking transaction requests received after 2:30 p.m. 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 Bank's next business day.

III. Hardware Requirements

In order for you to access and retain records in connection with Internet Banking, your system must meet the following requirements:

- A Windows or Mac OS-compatible computer
- Internet access
- An Internet browser

To print or download disclosures, you must have a printer connected to your PC or sufficient hard-drive space to save the disclosure.

IV. Banking Transactions with Internet Banking

- A. Account Access. You may access your personal accounts online.
- B. Transfer of Funds. In addition to viewing account information, you may use Internet banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts and savings accounts.

NOTE: Because regulations require the Bank to limit preauthorized transfers (including Online Banking transfers), the following limitations apply:

- *Statement and Market Rate Savings account*. You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer or by telephone or Internet banking.
- C. Additional Services. New services may be introduced for Internet banking from time to time. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

Schedule of Fees

The Bank offers the benefits and convenience of the Internet banking service to you free.

Statements

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

Security Features

Internet Banking Site: The Internet Banking site restricts the use of automatic log on features, therefore, you will need your username and password each time you access the site. Your connection will be terminated after 20 minutes of inactivity.

Passwords: You are responsible for keeping your password and online account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or User ID;
- Do not leave your PC unattended while you are in the Bank's Online Banking Site;

- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) or confidential information (social security number, etc.) in any public or general e-mail system.

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank immediately at 1-217-568-7311 between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Telephoning the Bank is the best way of minimizing your losses and liability.

If you believe your password has been lost or stolen, please use the password change feature within the Internet banking section of the Web site to change your password.

Depending on what security options are available on your device, create a "strong" password (consisting of unusual combinations of upper- and lower-case letters, numbers and symbols) or PIN (with random numbers instead of, say, 1234 or the last four digits of your Social Security number) and periodically change it.

Be careful about where and how you conduct transactions. Do not use an unsecured Wi-Fi network to access the information you are transmitting or viewing. Also, do not send account numbers or other sensitive information through regular e-mails or text messages.

Take additional precautions in case your device is lost or stolen. Check with your wireless provider in advance to find out about features that enable you to remotely erase content or turn off access to your device or account if you lose your phone. Notifying your bank quickly will help prevent or resolve problems with unauthorized transactions.

Electronic Mail (E-mail)

If you send the Bank an e-mail message, the Bank will be deemed to have received it on the following business day. You should not rely on e-mail 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.

- NOTE: E-mail transmissions outside of the Internet banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, password, and account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the "Contact Us" email provided in our Internet banking site.

Bill Payment Services

You may use The Gifford State Bank's bill paying service (The Gifford State Bank Bill Pay), to direct us to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account.

SERVICE FEES

A monthly fee of \$4.95 will automatically be deducted from your account upon activation of the service.

Fees specific to transactions conducted through the service are depicted online and will be

deducted from your account when / if utilized. (i.e. Rush Delivery, Send a Donation, Gift Checks)

Other fees and limitations that may apply are referenced in the fee disclosure for your account.

HOW TO SET UP PAYEES/PAYMENTS

If you want to add a new "PAYEE", select the "Payee" tab located in the service or speak to a service representative.

You may add a new fixed payment to a "Payee" by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service.

We reserve the right to refuse the designation of a "Payee" for any reason.

You may pay any "Payee" with-in the United States (including U.S. territories and APO's / AEO's). We are not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

THE BILL PAYING PROCESS

Single Payments – a single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by us, is currently 3:00 pm Central Standard Time.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

Recurring Payments - When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

Maximum Total Transactions – Your transactions are limited to a maximum of \$20,000 (no one transaction exceeding \$10,000) daily without prior authorization from us.

SINGLE AND RECURRING PAYMENTS

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees".

CANCELLING A PAYMENT

A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.

LIABILITY

You are solely responsible for controlling the safekeeping of and access to your Personal Identification Number (PIN).

If you want to terminate another person's authority to use the Bill Pay service, you must notify the Financial Institution and arrange to change your PIN.

You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.

We are not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.

We are not liable for any failure to make a bill payment if you fail to promptly notify us after you learn that you have not received credit from a "Payee" for a bill payment.

We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.

EMAIL

We may periodically contact you via Email to provide information about the options or features our Bill Pay service has to offer. If you no longer wish to receive those emails, you can unsubscribe by using the link near the bottom of such correspondence.

AMENDMENT

We have the right to change this agreement at any time by notice mailed to you at the last address shown for the account on our records, by posting notice in our branches, or as otherwise permitted by law.

TERMINATION

We have the right to terminate this agreement at any time.

You may terminate this agreement by written notice to us at:

The Gifford State Bank
304 S. Main
P.O. Box 400
Gifford, IL 61847

We are not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by us on your behalf.

Linked Accounts

All accounts with the Bank that you enroll in a service will be linked by the tax identification numbers of the persons authorized to access the account. The linked accounts will appear together without regard to the ownership of the accounts. For example, if an authorized user of a linked account accesses the Service, that authorized user will be able to view and access at a single time the following accounts:

- the accounts of the business for which that person is an authorized user;
- the accounts of any other business for which that person is an authorized user; and
- any consumer accounts for which the person is a co-owner or authorized signer.

Business Accounts

If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:

- enter into this Agreement, as amended from time to time;
- access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- use any Internet banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

Term and Termination

- A. Term. This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.
- B. Termination for Cause. We may immediately terminate your electronic banking privileges (including the Bill Payment Service) without notice to you under the following circumstances:
 1. you do not pay any fee required by this Agreement when due or
 2. you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

- C. Termination for Convenience. To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Internet banking will also be terminated. You may notify the Bank by one of the following methods:
 - By calling 1-217-568-7311
 - By writing a letter and sending it to the following address:
The Gifford State Bank

Attention: Operations Dept

P.O. Box 400

Gifford, IL 61847

- or by visiting any of the Bank's locations.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or if you have not logged onto this service during any one year period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

Electronic Fund Transfer Provisions For Consumers

- A. Applicability. These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.
- B. Your Liability. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:

If you notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less

If you fail to notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of:

- \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and
- the total of authorized EFTs which occur during the two (2) days before notification to the Bank, provided the Bank establishes that these EFTs would not have occurred had the Bank been notified within that two-day period.

You must report an unauthorized EFT that appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred with the 60-day period. You may also be liable for the amounts as described in sections 1 and 2 above.

If the report is made orally, we will require that you send the complaint or question in writing within 20 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, 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 your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund 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 within three business days after

the investigation is complete. You may request copies of the documents that were used in the investigation.

You may notify the Bank by telephone, writing, or by email using the Guest Book provided in our Online Banking site. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.

- C. Telephone Numbers and Addresses. In case of errors or questions regarding an Internet Banking or Bill Payment transaction, call 1-217-568-7311 or write us at: Attn: Operations Dept P.O. Box 400 Gifford, IL 61847.

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

1. Your name and account number
2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information
3. The dollar amount of the suspected error and date on which it occurred.

Liability

- A. Our Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Internet banking or Bill Payment services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Internet banking and Bill Payment services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you 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 failure or breakdown) prevents 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 a legal proceeding or other encumbrance restricting the transfer.
5. If your transfer authorization terminates by operation of law.
6. If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or 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.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

- B. Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account.
- C. Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an Internet browser, by an Internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Internet banking or Bill Payment account.
- D. Virus Protection. 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 virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

General Terms and Conditions

- A. Bank 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 Internet banking service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures 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 contained in this Agreement. We will automatically deduct the fees related to this Service from your Bill Payment Account each month.
- B. Changes and Modifications. The Bank may modify the terms and conditions applicable to the Services from time to time. By accepting this Agreement, you consent to receiving notices and disclosures concerning Internet banking or Bill Payment Services, and your enrolled accounts electronically, including by email or text message. You must enter your electronic address for such disclosures and notices when first subscribing to Internet banking, and you are solely responsible for immediately updating your electronic address if it changes. You must update your electronic address by logging into Internet banking, accessing the electronic page for managing your Internet banking account, and entering your new electronic address. All disclosures and notices by us shall be deemed given and received by you immediately upon being sent to the electronic address you have most recently updated. Many disclosures and notices may also appear in your account statement. Unless specifically required by law, we are not obligated to provide any disclosure or notice to you by regular mail or by any means other than electronic transmission. If you withdraw our right to provide you with electronic communications as described in this section, we may terminate your Internet banking account. In order to keep notices and disclosures sent to you electronically, you must have the ability to save them to your computer or print them. You may also request a paper copy of an electronic notice or disclosure at no additional charge by calling us at (217)568-7311.
- C. Consent to receive disclosures electronically and notices electronically. By accepting this Agreement, you consent to receiving notices and disclosures concerning Mobile Banking, Online Banking, and your enrolled Accounts electronically, including by email or text message. You must enter your electronic address for such disclosures and notices when first subscribing to Mobile Banking, and you are solely responsible for immediately updating your electronic address if it changes. You must update your electronic address by logging into Mobile Banking, accessing the electronic page for managing your Mobile Banking account, and entering your new electronic address. All disclosures and notices by us shall be deemed given and received by you immediately upon being sent to the

electronic address you have most recently updated. Many disclosures and notices may also appear in your account statement. Unless specifically required by law, we are not obligated to provide any disclosure or notice to you by regular mail or by any means other than electronic transmission. If you withdraw our right to provide you with electronic communications as described in this section, we may terminate your Mobile Banking.

In order to keep notices and disclosures sent to you electronically, you must have the ability to save them to your mobile device or computer, or to print them. You may also request a paper copy of an electronic notice or disclosure at no additional charge by calling us at (217)568-7311.

- D. Assignment. We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.
- E. Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.
- F. Disclosure of Information. We will only disclose information to third parties about your account or transfers you make under the following circumstances:
- where it is necessary for the provision of Internet Banking and for completing transfers;
 - in order to verify the existence and condition of your account for a third party, such as Bill Pay merchant;
 - in order to comply with government or court orders, or other reporting requirements;
 - if you give us your permission;
 - to the Bank affiliated companies.
- G. Governing Law. This Agreement is governed by the laws of the State of Illinois and applicable federal law.