



## Online Banking Agreement

This Online Banking Agreement (“Agreement”) contains the terms and conditions that apply to your use of the Online Banking Service. By using the Online Banking Service, you agree to abide by the terms and conditions contained herein. If you do not agree to any of the terms and conditions contained in this Agreement, you must not use the Online Banking Service.

As used in this Agreement, the terms “our,” “we,” “us,” or “Bank” shall mean The Gifford State Bank and its employees, directors, agents, affiliates and subsidiaries.

The term “you” or “your” means each person or entity who has an interest in an account or other relationship with Bank which is accessible through the Online Banking Service (also referred to hereinafter as the “Service”). The term “Business Day” shall mean any day Monday through Friday, except federal banking holidays. The term “Payment Date” shall mean the day you instruct us to process the payment. “Payment Instruction” means the information provided for a payment to be made under the applicable feature, which may be further defined and described below in connection with a specific feature. All times referenced in this Agreement shall be in Central Time (CT).

Your use of the Service may also be affected by other agreements between us and you relating to your account(s) at The Gifford State Bank, including, but not limited to, the Terms and Conditions of your account and other information and disclosures governing your accounts with us. You should review those other agreements for any applicable fees, availability of deposits, limitations on the number of transactions that you may make, and other restrictions that may impact your use of the Services. In the event there is a conflict between the terms of another agreement and this Agreement, the terms of this Agreement will control.

To access the Online Banking Service, you must be an Authorized User. To be an “Authorized User” you must read and agree to the terms of this Agreement, have an eligible account with the Bank, have access to the internet, and have obtained a user ID and password. We may refuse to allow certain accounts, such as accounts with special signature requirements, to become eligible for the Service. The Service will be available 24 hours a day. However, at certain times and without notice to you, some or all the Service may become unavailable due to system maintenance. In addition, access to the Service may be interrupted because of conditions beyond our control, including outages in internet availability. We will use diligent efforts to re-establish the Service as promptly as possible. We do not promise the Service will always be available for your use.

The Bank reserves the right to amend or terminate this Agreement, the Service, or your access to any or all the Service at any time without prior notice.

1. Limited Liability. Except as otherwise expressly provided for in this Agreement or by applicable law, Bank is not responsible for any loss, injury, or damage, whether direct, indirect, special, consequential or otherwise, caused by the Service or your use of the Service.

In no event shall we be liable for indirect, special, consequential or punitive damages which may result from your use of the Service. We will not be liable for losses or damages which result from any of the following:

if you do not have enough money in your account to cover a requested transfer or transaction, or if the account has been closed, seized or is subject to a legal lien or other hold which would make the transfer therefrom illegal or otherwise impermissible,

- if a requested transfer would exceed the credit limit for any account,
- if you have not provided the Bank with complete and correct information which would allow the Bank to properly complete the transaction,
- if you do not authorize a payment soon enough for your payment to be made and properly credited by the Payee by the time it is due,
- if you do not follow our required procedures for the transaction, including the time requirements for posting the transaction,
- if you are in breach of any agreement with the Bank and the Bank elects not to allow the requested transaction,
- if you are making a loan payment and the payment source does not have sufficient funds or the Bank is unable to complete the transaction through no fault of the Bank,



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- if circumstances, events or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable efforts on our part, or
  - if you, or anyone authorized by you, commits any fraud or violates any law or regulation.
2. Exclusions of warranties. The information contained or accessed is provided “as is”, without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, non-infringement, or error-free or uninterrupted service. In no event shall bank be liable for any special, incidental, indirect or consequential damages of any kind, or any damages whatsoever resulting from loss of use, data or profits, whether or not advised of the possibility of damage, and on any theory of liability, arising out of or in connection with the use or performance of this information. The information contained on this website may include technical inaccuracies or typographical errors. Changes may be periodically made to the information contained herein.
3. Protecting Your Password. The only way to access your accounts via the Service is to use your password. The password requirement is designed to prohibit unauthorized use of your accounts. You are responsible for the strength of and preventing the unauthorized use of your password and should always keep your password private. Anyone who has obtained your password may be able to access your account(s) via the Service. You must notify the Bank immediately if you believe your password has been lost or stolen or to prevent the unauthorized access of your account(s). You must review your account statements carefully to verify that all items appearing therein were authorized by you. You are responsible for verifying the accuracy of these statements and that the transactions listed thereon were authorized. Failure to notify the Bank promptly of any inaccurate or unauthorized transactions may result in significant loss to you. For your protection, we recommend that you change your password regularly. The Bank is not responsible for any loss you incur as a result of any transaction conducted by any person you have given your password to.
4. Transfers. You may transfer funds between your loan, checking, and savings accounts via the Service. A transfer initiated via the Service before 3:30 p.m. CST on a Business Day will be posted to your account the same day. Transfers after 3:30 p.m. CST or on non-Business Days will be posted the next Business Day. You must have sufficient funds or credit in your account from which you have instructed the Bank to make a transfer. All transfers are subject to the withdrawal restrictions and requirements contained in the Truth-in-Savings Disclosures, which you received when you opened your deposit account.
5. Consumer Loan Payment Options. You may make payments on your consumer loans with the Bank as follows:
- One-Time Loan Payment. “One-Time Loan Payment” means a single payment that you enter each time you want to make a payment. You schedule the date you want the payment made.
  - Recurring Loan Payment. “Recurring Loan Payment” means payments are sent automatically on an ongoing basis. You set up the transfer rules regarding their frequency, amount and timing. You can arrange to be notified if a payment was paid or not by creating an eAlert.
6. Loan Payment Procedure. You authorize us to follow your Payment Instructions. For a One-Time Loan Payment, we will deduct your payment from your checking or savings account on the Payment Date or within 2 Business Days thereafter. For a Recurring Loan Payment, we will deduct your payment from your account on the start date (“Start Date”) or within 2 Business Days thereafter; we will deduct subsequent payments from your account using the Start Date as a reference point. We may, but need not, deduct these payments from your designated account even if they create an overdraft.
- We will not be responsible for: (a) your failure to follow payment requirements; (b) your failure to schedule a proper date for payment sufficiently in advance of the date a payment is due; or (c) any other exceptions stated in this Agreement.
- Upon termination of the Service, you will be responsible for making arrangements to pay any future or repeating payments. You are responsible for having sufficient funds on deposit to make payments in full on scheduled dates. We reserve the right to refuse to transfer funds if your designated account has insufficient funds or we have other cause deemed by us to be sufficient.



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7. eBills. The eBills bill payment feature is included for personal and small business checking accounts. Through eBills, you can make one time or pre-authorized automatic recurring payments to a person or business ("Payee") in the United States and its territories. In order to use eBills, you must log in to Online Banking and designate an eligible checking or savings account from which we are to make payment (the "Payment Account").

By accessing eBills you authorize us to utilize Allied Payment Network and its third-party providers ("APN") to provide the bill payment services to you and, if applicable, you authorize APN to initiate ACH debits to your Payment Account.

For the eBills feature, a "Payment Instruction" is further defined as the information provided by you to us for a bill payment to be made to a Payee (including, but not limited to, Payee name, Payee account number, and Payment Date).

You may only designate Payees with addresses in the United States and its territories. We reserve the right to determine who may be a Payee. You agree not to use the eBills service for: (i) the purchase of securities, (ii) payment of federal or state tax payments, (iii) payment of any other governmental fees, (iv) compliance with any court order, or (v) payments to Payees outside the United States or its possessions/territories. If you authorize a payment to any of the restricted Payees, we will not be responsible for any consequences to you for the failure to process the payment.

You assume sole responsibility for providing us with complete and accurate Payment Instructions. We are not responsible for confirming such information, or for identifying or rejecting errors or duplicate Payment Instructions. If you give us a Payment Instruction that is incorrect in any way, you understand and agree that we may charge your Payment Account for the payment, whether the error could have been detected by us or not. We are not obligated to detect errors in your transfer or Payment Instructions. We may reject any payment request with or without cause or prior notice. If we do, we will notify you of the rejection.

You agree to have available and collected funds on deposit in your Payment Account in amounts sufficient to pay for all submitted bill payments, as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a bill payment if you fail to comply with the above requirement or any other term of this Agreement. If you do not have sufficient funds in your Payment Account and we have not exercised our right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree that we, at our option, may charge any of your accounts with us to cover such payment obligations, including any overdraft or returned item fees assessed in accordance with your Payment Account's fee schedule.

You authorize us to follow your Payment Instructions submitted via the Service's eBills feature. When we receive a Payment Instruction, we will remit funds to the Payee on your behalf, from the funds in your Payment Account. However, we shall not be obligated to make any such payment unless your Payment Account has sufficient funds available. Should a Bill Pay item be returned, the item will be treated similarly to a check, and a hold may be placed on your Payment Account.

### Types of Bill Payments

*Single Payment* - You may schedule a payment to be made one time to a Payee. The Payment Date may be scheduled on a future date, or on the same day, provided we receive the Payment Instruction before the processing time, as outlined herein.

*Recurring Payments* - You may schedule payments to Payees to be automatically initiated in a fixed amount on the same scheduled payment frequency. You may make payments weekly, bi-weekly, semi-monthly, monthly, quarterly, semi-annually or annually.

### Payment Processing Times

Payments made through Bill Pay are processed at 2:00 p.m. CST. Payment Instructions received before 2:00p.m. CST will be processed that Business Day. Otherwise, the Payment Instructions will be considered received the following Business Day. Payment Instructions entered on a non-Business Day, will be considered received on the next Business Day.

If the scheduled Payment Date of a Single Payment falls on a non-Business Day, the Payment Date will be the next Business Day.

When a Recurring Payment is processed, it is automatically scheduled by the system. Based upon your selected frequency settings for the payment, a Payment Date is calculated for the next occurrence of the payment.



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If the Payment Date of a Recurring Payment is scheduled to occur on the 29th, 30th, or 31st of each month and that date does not exist in a month, the payment will be processed on the last Business Day of that month.

You may add, edit, or delete payments at any time prior to the processing times listed above. For all entries made using the Service, the time recorded by the Service controls when an entry is considered received.

### Payment Methods

According to the processing timelines outlined herein, (i) for Automated Clearing House (“ACH” or “electronic bill payments”), we will withdraw funds from the Payment Account on the Payment Date; and (ii) for bill payments utilizing a negotiable instrument (“check bill payments”), we will send a check to the Payee on the Payment Date, and will debit your account through the normal check processing cycle. We reserve the right to return check bill payments presented against insufficient funds and to assess overdraft fees and returned item fees in accordance with your Payment Account’s fee schedule.

The system will calculate the estimated arrival date of your payment. This is only an estimate. You should schedule and authorize payments sufficiently in advance to ensure that they are received and credited by your Payee by the payment due date. We recommend that you schedule the Payment Date at least five (5) Business Days prior to the date the payment is due to the Payee for ACH payments, and at least ten (10) Business Days prior to the date the payment is due to the Payee for a negotiable instrument payment. Although we may be able to pay certain Payees electronically within two (2) Business Days, it could take longer for payments sent by mail.

It is your responsibility to authorize your bill payments in such a manner that your bills are paid on time. You are responsible for any late payment or finance charge that may be imposed as a result of your failure to schedule payments or transmit Payment Instructions in a timely manner. We are not responsible for any delay, fee or other adverse consequence that results from, or is alleged to result from, the choice of payment method; delays in the delivery of mail; improper handling or transmission of payments by a third party; or the failure of a Payee to accept, process or properly post a payment in a timely manner.

### Stopping or Changing Bill Pay Payments

You may use the eBills service to change the payment amount and/or scheduled Payment Date of any previously scheduled payment, or to cancel a previously scheduled payment, at any time prior to 2:00 p.m. CST on the Payment Date, subject to the limitations herein. Once an electronic bill payment has been processed, it cannot be stopped or returned. If your check bill payment has been processed, a stop payment order for the check must be received by the Bank at least three (3) Business Days before it is presented to the Bank for payment. To issue a stop payment order for a check bill payment that has been processed, you may (i) call us at 217-568-7311; or (ii) visit a local branch to speak with a representative. If you call, we may also require you to provide your order in writing within fourteen (14) days of your call or your order will cease to be binding. All requests to stop payment will incur the stop payment charge as set forth in the applicable fee schedule for your Payment Account.

### Payment Limitations

In addition to any limitations contained in your Account Agreements, and without limiting the foregoing, eBills payments are subject to the following transaction and frequency limitations:

Payment types from a Consumer or Small Business Account:

Pay a Payee: \$5,000.00 electronically and \$5,000.00 paper check

We may vary these limitations in our sole discretion at any time and will provide notice for any decrease in transaction limits.

## 8. Person to Person Payments (“GSB Snap Pay”)

“GSB Snap Pay” is a secure online, person-to-person payment service that allows you to electronically send money to virtually anyone who has a U.S.-based email address and a deposit account at a U.S. financial institution. To schedule a “Snap Pay” transaction, click the “P2P” button. Indicate that you want to pay them by email. Follow the on-screen prompts to create your Payee and your Keyword. You will need to provide the Keyword to your Payee. When you establish a Payee in GSB Snap Pay, you must activate your Payee by having a code sent to a contact number on file. Once you have successfully added a Payee, he or she will receive an email with instructions to access a secure website to provide their bank information, plus enter the Keyword you gave them. The email line will be valid for 10 days. If not activated within 10 days, you will need to reset the key word in your Payee list. Payments typically settle within 1-2 business days after completion of activation.

### Payment Limitations



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P2P (GSB Snap Pay): \$300.00 per day

We may vary these limitations in our sole discretion at any time and will provide notice for any decrease in transaction limits.

### 9. Account to Account

Account to Account (A2A) is a secure online, account-to-account transfer service. This service allows you to electronically send money to another account at a Financial Institution that you are the owner of. The funds will be available within 2 Business days.

Payment Limitations

A2A: \$500.00 daily debit limit. \$500.00 daily credit limit.

We may vary these limitations in our sole discretion at any time and will provide notice for any decrease in transaction limits.

### 10. Vault

Vault allows users to scan and store documents in a secure digital channel. The user has the ability to utilize tags to search items quickly.

Current file types are limited to JPG, PDF, PNG and a maximum document size of 10 MB. Upon upload, all documents are scanned for viruses and encrypted. Documents are not accessible to Bank staff.

11. Alerts and Mobile Text Services. Your enrollment in the Online Banking Service may include access to mobile text messaging related features (collectively, "eAlerts and Messages"). By receiving or otherwise using these features, you agree to the following terms. You agree that we may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone number, e-mail address or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable account. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement or your use of the Alerts and Text Services. The eAlerts and Messages are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. For phone Alerts, information may be delivered to voicemail or answering machines if nobody answers the phone. Messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or, inaccurate content in, information and instructions sent through the eAlerts and Messages. The eAlerts and Messages are only available to customers who have an eligible account with us. While you must have an eligible account to use the service, once it is activated, if you have other types of accounts with us, you may have access to those other accounts as well. There is no service fee for the eAlerts and Messages at this time, but you are responsible for all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. Message and data rates may apply. Such charges include those from your communications service provider. Message frequency depends on user preferences. Please go to the eAlerts and Messages Tab of the Online Banking Service to cancel the eAlerts and Messages feature.

12. Email Messages. If you have questions concerning the use of the Service, you may send your questions to the Bank and receive answers to your questions from the Bank through your email service ("Email"). Email should not be used if you have questions about your accounts, if you discover an account error or if you believe someone else may have access to your password. If you need to contact the Bank immediately because you have questions about your accounts, or about transfers and payments to and from your deposit and credit accounts, please call the Bank immediately at 217-568-7311. Under no circumstances will a Bank employee request your username or password via the Internet, Email or by any other means. DO NOT respond to such a request even if the individual claims to represent the Bank and you should not send confidential information via the Internet or Email.



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13. Inactive Online Banking and Bill Pay Service. Online Banking Services and eBills Service that is inactive for a period of 1 year will be deactivated and deleted. Closure of your Online Banking Service will result in lost eBill Payees, as well as cancellation and deletion of all scheduled transfers and payments.
14. Mobile Banking Application. Authorized Users may access the Online Banking Service via the GSB Mobile Banking Application (the "Mobile App").

You are responsible for providing your own hardware and software to utilize the Mobile App. The hardware and software that you use may be subject to unauthorized tracking or other manipulation by "spyware" or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We do not guarantee functionality of the Service on all wireless devices. You are responsible for the charges of any wireless service provider while using the Service.

We will use commercially reasonable efforts to secure the Mobile App to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of the Mobile App could be compromised, or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law. You represent that you are an authorized user of the mobile device you will use to access the Mobile App. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Mobile App. You agree not to leave your mobile device unattended while logged into Mobile App and to log off immediately at the completion of each access by you. You agree to inform us of the loss of your mobile device (for example, the device being outside of your control) or any other change that might affect providing the Service to you via the Mobile App. You agree to accept all responsibility for any instructions sent to us from your mobile device and authorize us to act on these instructions. For additional information please review our Mobile App Services Agreement at application or visit our website [giffordbank.com](http://giffordbank.com).
15. Viruses. The Bank is not responsible for any computer virus or related problems that may be associated with the use of any online system, including the Service. The Bank highly recommends the use of a manufacturer-recommended virus detection software.
16. Consumer Accounts. Any owner of a joint account may access the account by applying for and using the Service, and we are not required to provide prior notice to the other owner(s). Any owner may initiate and authorize a payment or transfer and we may act on that authorization. Accounts (a) which require the signature of more than one individual for transactions, or (b) for which you are only an authorized signer but have no ownership rights, do not qualify for use via the Service. The Bank reserves the right to determine whether an account is eligible to be accessed via the Service.
17. Fees. Unless otherwise indicated for certain additional features, there are no fees for utilizing the Service. However, fees, as described in the applicable product or account disclosure statement, may apply to services ordered via the Service and to transfers from a credit account (e.g. monthly service charges for deposit accounts, finance charges for credit accounts, overdraft fees, etc.). You may also incur fees for the telephone, equipment and internet services you use to access the Service. The Bank retains the right to modify and add fees and may require written confirmation of any oral notice of fee errors.
18. Termination. You may terminate your use of the Service by sending the Bank written notice of termination no less than ten (10) Business Days prior to termination at the following address: The Gifford State Bank, P.O. Box 400, Gifford, IL 61847. In addition, upon termination of the Service, you must separately cancel all account transfers, line of credit transfers and/or eBills payments scheduled through the Service. If you do not cancel the transactions, such payments or transfers prior to termination of the Service may be completed. We may terminate your use of the Service, in whole or in part for any reason, at any time without prior notice.
19. New Services. We may introduce new features to the Service or enhance existing features of the Service from time to time. Unless we state otherwise, they will be subject to the terms of this Agreement.
20. Website Ownership. The content, information and offers on our website are copyrighted by the Bank and the unauthorized use, reproduction, linking or distribution of any portion is strictly prohibited.
21. Receipt and Review of all Required Disclosures. You hereby acknowledge that you have received and read this Agreement in its entirety and all applicable account disclosures.