



State Bank

Community Minded. Customer Centered.

MEMBER FORESIGHT FINANCIAL

Digital Banking Agreement

This Digital Banking Agreement and Disclosure (“the Agreement”) is used to inform you of appropriate uses of Digital Banking to obtain information about your accounts, to transfer funds between accounts, pay bills and other bank services available through the Internet and to inform you of certain rights you have under the Electronic Funds Transfer Act. The term Digital Banking refers to both online banking using the State Bank’s website which is accessed by an electronic device and an internet connection as well as mobile banking which is accessed through the State Bank mobile app that has been downloaded to a mobile device. You can access mobile banking by downloading the State Bank mobile banking app which is available at the Apple App store for Apple devices or the Google Play store for Android devices. We do not guarantee that your mobile phone/mobile phone service plan will be compatible with our Digital Banking service.

You are responsible for providing your own hardware and software to access the Digital Banking Service. It is your responsibility to keep the current software version on your device(s). 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. You are responsible for understanding the operation and maintenance of your device. State Bank is not responsible for any errors or problems related to your electronic device, including your mobile phone, or your internet access.

Electronic devices, including mobile phones, with internet capabilities are susceptible to viruses. Customers are responsible for making sure that the device they are using to access Digital Banking is protected from and free of viruses, worms, Trojan horses or similar harmful components (collectively, referred to as ‘viruses’ which could result in damage to programs, files and/or your phone or could result in information being intercepted by a third party. State Bank will not be responsible or liable for any indirect, incidental, special or consequential damages that may result from such harmful components being present on the device, nor will State Bank be responsible or liable if sensitive information accessed via our Digital Banking service is intercepted by a third party

due to any of the above named 'viruses' residing or being contracted by the customer's device at any point or from any source.

You agree to take every precaution to ensure the safety, security and integrity of your account(s) and transactions when using Digital Banking. You agree not to leave your device unattended while logged into Digital Banking and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you do, we will not be liable for any damage resulting to you and you agree to hold State Bank harmless and to indemnify the Bank from any loss related to any such activity.

State Bank recommends that you lock your device using a PIN code or password when you are not using it to secure any information on your device. We also recommend that you do not store your password on your electronic device.

In this agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words, "we", "us" and "our" mean State Bank. By using Digital Banking, you agree to all of the terms of this agreement.

Digital Banking Features:

You may access your account information by using a specific Username/ID and password assigned to you. At the present time you may use the system to:

- *Perform account inquiries on checking, savings, certificate of deposit and loan accounts*
- *Obtain statement transaction detail on your accounts*
- *Internal Transfers: transfer funds between your State Bank checking, savings, and/or loan accounts.*
- *External Transfers: transfer funds between your State Bank accounts and a deposit account at another financial institution. (We reserve the right to establish and assign to you limits for external transfers and to modify such limits from time to time in our sole discretion, and you agree to comply with all such limits.)*
- *View electronic statements (e-statements)*
- *Request to receive periodic statements (e-statements) online*
- *Set up alerts.*
- *Change/Update email address and other personal information*
- *Initiate instructions for placing a stop payment on your checking account*
- *Send secure e-mail messages to Bank personnel*
- *Make payments to loan accounts*
- *Advance on a home equity line of credit (HELOC) to your checking or savings account*
- *Initiate payments to any merchant or vendor you choose through the Bill Pay option*
- *To make deposits to your State Bank deposit accounts (in mobile app only)*

- *To view balances and recent transactions for each Digital Banking Account that you have enabled to be accessed from your Mobile Device (Mobile Account)*

Mobile Deposit Services (in mobile app only)

Our Mobile Deposit Services are designed to allow you to make deposits to your checking account from home or other remote locations by photocopying your checks and electronically transmitting a digital image of your paper checks to us or designated processor. The Mobile Device must capture an image of the front and back of each check to be deposited, must read and capture the magnetic ink character (“MICR”) line on each check, and must read and capture all such other data and information required by this Agreement or Federal Reserve regulations for the processing of these checks for payment. We reserve the right to charge fees for Mobile Deposit Services in the future. Notice of such charge(s) will be provided to you via a change in terms notice.

Original checks are converted to check images, “substitute checks” as such term is defined in the Check Clearing for the 21st Century Act and Federal Reserve Regulation CC (“Regulation CC”), for deposit and for procession and presentment to a collecting or paying financial institution. For purposes of this Agreement, a “substitute check” (as defined in Regulation CC) is a check reproduction of an original check that meets the following criteria:

- Contains an image of the front and back of the original check;
- Bears a MICR line that contains all the information appearing on the MICR line of the original check at the time the original check was issued and any additional information that was encoded on the original check’s MICR line before an image of the original check was captured;
- Conforms in paper stock, dimension, and otherwise with ANSI X9.100-140 and
- Is suitable for automated processing in the same manner as the original check.

In order to enroll in Mobile Deposit Services, you must be an authorized signer or an owner either individually or jointly of a State Bank deposit account that is eligible for this service. We reserve the right to terminate the service at any time in our sole discretion.

(a) Eligible Items for Deposit

You agree to scan and deposit only “checks” as that term is defined in Regulation CC and only those checks that are permissible under this Agreement or such other items as we, in our sole discretion, elect to include in Mobile Deposit Services. You agree that the image of the check transmitted to us shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in New York, except to the extent that the application of this Agreement provides for separate treatment, subject to applicable law. For purposes of this Agreement, “check” (as defined in Regulation CC) means a negotiable demand draft that is drawn on or payable through or at an office of a bank; a Federal Reserve Bank or a Federal Home Loan Bank; the Treasury of the United States; or a state or local government that is not payable through or at a bank.

For purposes of the Agreement “item” means an instrument or a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment for ACH or wire transfers.

(b) Unacceptable Deposits

You understand and agree that you will not deposit the following items using Mobile Deposit Services:

- Any third party check, i.e., any item that is made payable to another party and then endorsed to you by such party.
- Any item that is drawn on the same account in which the deposit is being made.
- Any item that contains evidence of alteration to the information on the check.
- Any check previously converted to a “substitute check”, as defined in Regulation CC.
- Any item issued to you by a financial institution in a foreign country.
- Any item that is “stale dated” more than six (6) months prior to the date of deposit.
- Any item that is “post dated” after the date of deposit.
- Any item stamped “nonnegotiable” (whether stamped in print or as a watermark).
- Any item that has been redeposited or returned such as “nonsufficient funds” or “refer to maker” or returned for any other reason.
- Any item that is incomplete.
- Cash.
- Savings Bonds.

Deposits of the kinds listed above may result in the immediate termination of the Mobile Deposit Services. Subject to applicable law, nothing in this Agreement shall be construed as requiring us to accept or refuse any check or item for deposit, including the items identified hereinabove, even if we have accepted or refused that type of check or item previously.

(c) Check Requirements

Any image of a check that you transmit to us must accurately and legibly provide all of the information on the front and back of the check at the time of presentment to you by the drawer. Prior to electronically transmitting a digital image of the original check, you will restrictively endorse any item transmitted through the Mobile Deposit Services by endorsing the check as it is made payable including FOR MOBILE DEPOSIT ONLY State BANK and your deposit account number, or as otherwise instructed by us.

You agree to follow any and all other procedures and instructions for use of Mobile Deposit Services as we may establish from time to time. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your bank account, the check must be endorsed by all such payees and you only use Mobile Deposit Services to deposit such check into a bank account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your bank account using Mobile Deposit Services.

The digital image of the check transmitted to us using Mobile Deposit Services must accurately and legibly provide, among other things, the following information: (a) your endorsement, and those of any other payees listed on the check; (b) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signatures; and (c) other information placed on the check prior to the time and image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality of the check must comply with the requirements established by the American National Standards Institute, the Board of Governors of the Federal Reserve Board, including the requirements under Regulation CC, or any other regulatory agency, clearing house or association. The image may be rejected for quality purposes if it does not meet the criteria set forth in this Agreement. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or delayed or improper crediting of such check or item or from any inaccurate information you supply regarding the check or item.

(d) Receipt of Items

Upon receipt of the digital image of the check, we will review the check image for acceptability and will convert items meeting our requirements into check images or substitute checks to facilitate the deposit and collection of such items. You understand and agree that electronically transmitting a digital image of a check does not constitute receipt by us. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive. Following receipt of the image, we will process the image by converting it to a check image suitable for collection or a "substitute check." Notwithstanding anything to the contrary, we reserve the right, with our sole and absolute discretion, to accept or reject any item for remote deposit into your account and, in the event we reject an item for remote deposit, you must deposit the original item. Even if we do not initially reject an item you deposit through Mobile Deposit Services, we may return the substitute check we create because, among other reasons, the paying bank deems the electronic image illegible. Our failure to reject such an item shall not limit your liability to us. You understand that any amount credited to your account for items deposited using Mobile Deposit Services is a provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check.

(e) Rejection of Deposit

You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against us relating to such deposits. We are not liable for any service or late charges levied against you due to our reject of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned. You acknowledge and agree that we may reject any check transmitted through Mobile Deposit Services in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a check for remote deposit, you must physically deposit the original check.

(f) Items Returned Unpaid

A notice will be sent to you if an item that you deposited is returned to us in the manner set forth in the Prior EFT Disclosures and Deposit Account Agreement and Disclosures. We may provide additional notice at your e-mail address on file with us. With respect to any item that you transmit to us for remote deposit that we credit to your account, in the event such item is dishonored, you authorize us to debit the amount of such item from your account. You agree to comply with any additional instructions we may provide to you in connection with returned checks.

(g) Availability of Funds

We agree that we will make commercially reasonable efforts to make funds available from electronic images submitted via Mobile Deposit Services from your Mobile Device, though such times may be greater than the funds availability thresholds for items set forth in Regulation CC, the Electronic Funds Availability Act or other applicable law; and only to the extent if any that such applicable law permits greater periods of time. We may make provisional funds immediately available depending on factors we at our sole discretion deem relevant, including but not limited to your account history and relationship with State Bank. Credit given to you in your account is provisional until settlement is final.

Mobile banking deposits will be processed Monday through Friday excluding Federal Holidays at 10:00 a.m. and 3:00 p.m. Deposits made after 10:00 a.m. will be processed at 3:00 p.m. Deposits made after 3:00 p.m. will not be processed until 10:00 a.m. of the next business day.

Transactions completed prior to the above times will be memo posted to your account by 12:00 p.m. for items processed at 10:00 a.m. and 5:00 p.m. for items processed at 3:00 p.m.

(h) Deposit Limits

We reserve the right to establish and assign to you deposit limits for Mobile Deposit Services (including limits on the dollar amount and/or number of checks that you may transmit through Mobile Deposit Services each day) and to modify such limits from time to time in our sole discretion, and you agree to comply with all such limits.

(i) E-mail Address

You must notify us immediately if you change your e-mail address.

(j) Check Retention and Destruction

You agree to (a) prominently mark the item as “ Electronically Presented” to ensure that it is not represented for payment, (b) securely store each original check that you deposit using the Mobile Deposit Services for a period of (60) sixty days after transmission to us in order to verify settlement and credit or to balance periodic statements, (c) after such period expires, mark the original “VOID” or destroy it by cross-cut shredding or another commercially acceptable means of destruction, (d) be responsible for any loss caused by your failure to secure an original check, (e) never re-present a previously deposited check, and (f) during the retention period, promptly provide any retained check, or a sufficient copy of the front and back of the check, to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check,

or for our audit purposes. If you are unable to provide a sufficient copy of the front and back of the check you will be liable for any unresolved claims by third parties.

(k) Periodic Statement and Your Duty to Report Errors

Any remote deposits made through Mobile Deposit Services will be reflected on your monthly periodic statement. You must immediately notify us of any suspected error relating to images transmitted using Mobile Deposit Services no later than (60) sixty days of our transmittal of the periodic statement, subject to a different limitation, if any, that existing law or regulation requires us to impose, after the date of the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

(l) Data Security

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your Mobile Device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us in the manner specified in the Prior EFT Disclosures or by telephone at 815-297-0900 if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgement, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement and the Terms and Conditions.

(m) Availability of Service

In the event you are unable to capture, balance, process, produce or transmit a file to us, or otherwise comply with the terms or the procedures of this Agreement or the Terms and Conditions for any reason, including without limitation, communications, equipment or software outages, interruptions or failures, you will transport or mail originals of all checks to 1718 S Dirck Drive, Freeport, IL 61032.

(n) Accountholder's Warranties

You make the following warranties and representations with respect to your use of Mobile Deposit Services and each image of an original check you transmit to us using Mobile Deposit Services: (a) Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check; (b) the amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate; (c) each check that you submit to us for deposit will not be resubmitted in any format to us or to any other person or the original of it negotiated or presented for payment to any financial institution for payment resulting in the same drawer's account to be debited twice; (d) other than the digital image of an original check that you remotely deposit through Mobile Deposit Services, you did not permit other or duplicate images of the original check to be deposited or put through for collection; (e) each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check, (f) the information you provided to us is true and correct and, in the event such information changes, you

will notify us immediately of the change; (g) you have not knowingly failed to communicate any material information to us; (h) you will retain possession of each original check deposited using Mobile Deposit Services for the required (60) sixty day retention period and neither you nor any other party will resubmit the original check for payment; (i) you will not use the Mobile Banking Services for any illegal activity or transactions; (j) files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data or related systems; and (k) each check you submit for deposit is drawn in United States dollars on a financial institution located within the United States, excluding its territories.

External Transfers

Our Digital Banking Services allow you to perform external transfers between your State Bank deposits accounts to your accounts at another financial institution. You agree that you will only attempt to add accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this service will be verified in accordance with State Bank procedures. The verification process must be completed by you prior to using the service. Verification instructions are displayed to you during the enrollment process.

*We reserve the right to establish and assign to you limits for external transfers and to modify such limits from time to time in our sole discretion, and you agree to comply with all such limits. By enrolling in external transfers, you are authorizing State Bank to initiate debit entries to the financial institution account listed within the digital banking. You agree to maintain a sufficient balance in the referenced deposit account to fund the full debit amount on each scheduled transfer date. You acknowledge that this ACH transfer must comply with U.S. Law. State Bank reserves the right to revoke this authorization at any time. Recurring authorizations will remain in effect *until revoked by you in writing or via the Digital Banking system*. Revocation will not affect prior transactions. Any revocation must be submitted in writing to State Bank at 1718 S Dirck Drive, Freeport, IL 61032 or canceled through the Bank's Digital Banking service at least three (3) banking days prior to the next scheduled transfer date.*

Funds requested to be transferred will be debited from your State Bank account the business day following the day you initiate the transfer, provided you have met the bank's cutoff time for submitting External Transfers. In the case of a future dated or recurring transfer, these time limits will be the business day following the scheduled date of the transfer. The cutoff time for initiating transfers is 4:00 p.m. Funds requested to be transferred will be credited to the non-State Bank account according to the receiving financial institution's availability and transaction processing schedule.

Request for immediate transfers of funds cannot be cancelled. Future dated and recurring transfers can be canceled by 3:30 p.m. the day prior to the scheduled transfer date. If the transfer status is In Process, Pending, or Processed, you cannot cancel the transfer.

There currently are no fees for the Service. Fees are subject to change. Transfers are subject to the following limit unless otherwise agreed upon by you and State Bank.

- Five (5) outbound transfers per day not to exceed a total of \$10,000

The above limit applies to the total of all External Transfers of a specific type for all accounts enrolled in the Service. We may change your dollar limits and transfer limit at any time.

Cash Management Feature (Commercial Customer Only)

These features are in addition to those listed above.

- Initiate Tax Payments via the EFTPS system
- Create NACHA formatted files (ACH Receipts/ACH Payments/Collection)
- Add/Manage Users
- Remote Deposit Capture

Fees and Charges:

You will be charged the applicable Digital Banking monthly fee, depending on which service you subscribe to. We currently charge no fee for Digital Banking. There is no fee to have Bill Pay; although, charges may apply for services offered within bill pay.

Cash Management Fees and Charges:

Cash Management applies to commercial accounts and has a separate fee schedule. Check with the State Bank Customer Service Representative to receive information on all fees charged for Cash Management services. Cash Management fees are billed monthly per customer agreement or set up on Commercial Analysis.

Check Order Fee

Normal Fees will be assessed on check orders depending on the type of order placed.

Preauthorized Payment

Right to stop payment and procedures for doing so: If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call us at (815) 297-0900 or write to us at 1718 S Dirck Drive, Freeport, IL 61032 in time for us to receive your request 3 business days or more before your payment is scheduled to be made. Your account will be charged per the current Fee Schedule for each stop payment.

Notice of varying amounts.

If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

LIMITATIONS ON FREQUENCY AND AMOUNT

There are no limits on the number or dollar amount of internal transfers or payments you make from your checking, savings, money market, or loan accounts. Balances may include deposits subject to verification by us. The balance may also differ from your records due to deposits in process, outstanding checks or other withdrawals, payments or charges. We have the right to cancel transactions if sufficient funds are not available in your account.

USERNAME/IS AND PASSWORD

The Username/ID and password issued to you is for your security purposes. Your password is confidential and should not be disclosed to third parties. You are responsible for safekeeping your password. You may change your password or security settings on the [Profile](#) Settings tab at any time.

You can also change your password by using the 'Forgot my Password' link on the log-on page. You may be prompted to enter a security code that is sent via SMS (text message) or email when you request a password change. You should carefully select a password that is hard to guess. (We suggest that you stay away from names, dates, and information that may be easily guessed.) You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts.

In order to ensure the security of your records, we will end your digital session if we have detected no activity for 10 minutes. This is to protect you in case you accidentally leave your computer unattended while you are logged on.

State Bank recommends that you lock your device using a PIN code or password when you are not using it to secure any information on your device. We also recommend that you do not store your password on your mobile device. If you lose your mobile device, you should contact your carrier immediately.

NO SIGNATURE REQUIREMENT:

When any payment or other digital banking service generates items to be charged to your account, you agree that we may debit the designated account without requiring your signature on the item and without any notice to you. No signature will be required for Address Changes sent to us through the [Secure Message link in](#) Digital Banking

NOTICE OF LIABILITY (CONSUMERS ONLY):

Tell us AT ONCE if you believe your digital banking username and/or password has been lost or stolen. You should notify us at once if the phone number for your mobile device is changed or service to your mobile device is terminated, or if you believe that your mobile device has been lost, stolen or destroyed, or that your mobile device or any of your accounts have been accessed or used without

your authorization. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your digital banking username and/or password, you can lose no more than \$50.00 if someone used your digital banking username and/or password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your digital banking username and/or password, and we can prove that we could have stopped someone from using your digital banking username and/or password without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period(s).

When you give someone your State Bank Digital Banking username and/or password, you are authorizing that person to use your Digital Banking Services, and you are responsible for all transactions the person performs using your Digital Banking Services. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiate with fraudulent intent are also authorized transactions.

If you believe that your digital username and/or password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call State Bank at (815) 297-0900 or write to us at 1718 S Dirck Drive, IL 61032. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

Business Days:

Monday through Friday
Holidays are not included.

Cut Off Times: The following cutoff times pertain to specific Digital Banking features: Transactions received after the cutoff time will be posted the following business day.

Internal Funds Transfer	5:00 PM
External Funds Transfer	4:00 PM
Stop Payments	Real Time for single entries
Multiple Stop Payment on range of checks	Come through as a message in FXIM and will need to be entered by Bank User – no cut off time
Domestic Wire Transfers	4:00 PM (Cash Management customers only)
International Wire Transfers	3:00 PM (Cash Management customers only)
Bill Pay	2:00 PM
ACH Origination	4:00 PM (Cash Management customers only)
Positive Pay	10:00 AM (Cash Management customers only)

Periodic Statement

You will get a monthly statement from us on your checking and money market accounts and a quarterly statement on your savings account unless, based on EFT activity, you qualify for a monthly statement.

Confirmation or Receipt

A confirmation or receipt will be displayed at the time you make a transfer, submit a bill payment, initiate cash management transactions, or submit instruction for stop payments or check orders. This confirmation or receipt should be printed and kept for your records.

OUR LIABILITY FOR INCOMPLETE TRANSACTIONS (CONSUMERS ONLY):

If we do not complete a transaction 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. However, there are some exceptions. We will NOT be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to cover the transaction
- If the money in your account is subject to legal process or other claim restricting such transaction
- If the transaction would go over the credit limit on your overdraft line or home equity line of credit
- If the terminal or system was not working properly and you knew about the breakdown when you started the transaction
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken
- If any information provided by you about the payee on a bill payment is incorrect
- If there are any delays in handling the payment by the payee
- If there is an allegation of fraudulent activity on the account

IN CASE OF ERRORS OR QUESTIONS (Consumer Accounts Only)

Telephone us at (815) 297-0900 or write to us at State Bank, 1718 S Dirck Drive, Freeport, IL 61032 or send an e-mail to statebank@sbfreeport.com as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number

- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error
- Confirmation or Receipt number

For bill payment errors tell us

- Checking account used to pay the bill
- Payee name
- Date the payment was sent
- Confirmation or Receipt number
- Payment amount
- Payee account number

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) day business days.

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

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. If your account had been provisionally credited for the error, your account will be debited for the amount of the provisional credit.

You may request copies of the documentation that we used in our investigation.

We will honor checks (or similar instruments payable to third parties) and preauthorized transfers from your account without charging overdraft fees for five (5) business days after the notification, provided that the items honored would have been paid if we had not debited the provisionally credit funds.

CONFIDENTIALITY

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

- To complete transactions as necessary
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- To comply with government agency or court orders; or
- If you give us your written permission

SECURITY

You agree and consent to participate in security features on the Website such as registering and answering security questions or changing your password, as requested by State Bank.

- You agree that (i) you will not engage in any activities related to the Website that are contrary to applicable law, regulation or the terms of any Agreements you may have with State Bank, and (ii) in circumstances where locations of the Website require identification for process, you will establish commercially reasonable security procedures and controls to limit access to your password or other identifying information to authorized individuals.
- When selecting a password to access your State Bank accounts, please do not use nicknames or birth dates that may be easy to guess. Use a combination of letters and numbers, change your password periodically, never share your password with anyone and always log off the site when you are finished.
- Links to non-State Bank websites are provided solely as pointers to information on topics that may be useful to the websites, and State Bank has no control over the content on such non-State Bank websites. If you choose to link to a website not controlled by State Bank, State Bank makes no warranties, either expressed or implied, concerning the content of such site, including the accuracy, completeness, reliability or suitability thereof for any particular purpose, nor does State Bank warrant that such rights of third parties or that such site or content is devoid of viruses or other contamination. State Bank does not guarantee the authenticity of documents online. Links to non-State Bank sites do not necessarily imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such sites, or any representation regarding the content at such sites.
- State Bank reminds you that the Internet lacks inherent security for commercial transactions and therefore State Bank does not guarantee that downloads from this site will not contain a virus or other destructive device. Additionally, you provide, request and receive information from this site with the knowledge that such information can be intercepted and/or viewed by unknown third parties. Please contact us at (815) 297-0900 with any questions you may have regarding the above information and disclaimers.

POTENTIAL DISRUPTION OF SERVICE

Access to the website may from time to time be unavailable, delayed, limited or slowed due to, among other things:

- Hardware failure, including among other things failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment;
- Software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs unreadable codes, or irregularities within particular documents or other content;
- Overload of system capabilities;
- Damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;
- Interruption (whether partial or total) of power supplies or other utility of service;
- Strike or other stoppage (whether partial or total) of labor

VIRUS PROTECTION

State Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their electronic devices using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

CHANGES TO YOUR CONTACT INFORMATION

It is solely your responsibility to assure that the contact information you have provided to us is current and accurate. This includes your name, address, phone numbers, e-mail address and changes to your digital banking username. Changes can be made using the Profile Settings tab once you've logged on to Digital Banking or by contacting us at (815) 297-0900. You may be prompted to enter a security code that is sent via SMS (text message) or email when you are changing your contact information within Digital Banking.

NOTICES

All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

To request a paper copy of any disclosure, statement, notice, or other document, contact us at (815) 297-0900. Depending upon the type of document requested, there may be a fee.

ENFORCEMENT

In the event either party brings a legal action to enforce this agreement or collects amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

TERMINATION

We reserve the right to terminate the Service, in whole or in part, at any time with or without cause and without prior written notice.

You agree that we may terminate this agreement if:

- You or any authorized user of your password breaches this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your account or password;
- We notify you or any other party to your account that we have canceled or will cancel this Agreement;
- You or any other party to your account can terminate this Agreement by notifying us in writing

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

You may voluntarily terminate your access to Digital Banking services and withdraw your consent to this Agreement by calling us at (815) 297-0900. If you terminate your access and/or withdraw our consent to this agreement, you will no longer have access to any Digital Banking services. All applicable provisions of the Agreement shall survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, and indemnification.

SECURITY STATEMENT

State Bank employs the latest in Internet Security and User Authentication to ensure that data being transmitted through the Digital Banking System is secure from unauthorized access. A brief overview of security controls are provided below.

Logical Security

State Bank's Digital Banking system utilizes a defense-in-depth security model. This means that there are many layers of security controls in place to protect confidential information. A multi-layered router and firewall architecture effectively isolates confidential information from internet

access. The Digital Banking network is properly segmented using VLAN's Sub-Net, and Network Address Translation, and it utilizes the latest industry standards and protocols for secure communication (i.e. VPN, SSL, IPsec, etc.)

We proactively monitor and manage detection of vulnerabilities and security events, and immediately take the proper corrective actions.

Username/ID's are unique to each user and strong password criterion is required.

Data Security

As a result of the Graham-Leach-Bliley Act (GLBA), financial institutions are required to ensure data privacy. State Bank's Digital Banking System has deployed a comprehensive Public Key Infrastructure (PKI) to meet these regulatory requirements for transmitting sensitive information. The Digital Banking's PKI is a cohesive system of effective policies, processes and encryption technologies (i.e. PGP, Entrust, VeriSign etc.) that all work together to confirm user authenticity and ensure data confidentiality and integrity.

By combining the latest technology with authenticated access, State Bank makes your Digital Banking transactions secure.

Secure Access and Verifying User Authenticity

To begin a session with the bank's server, the user must key in a username/ID and a password. Our system, the Digital Banking System, uses a "3 strikes and you're out" lock-out mechanism to deter users from repeated login attempts. After three unsuccessful login attempts, the system disables the user requiring a phone call to the bank to verify the identity of the user and to enable the user before reentry into the system.

Secure Data Transfer, Router and Firewall

Once the server session is established, the user and the server are in a secured environment. Requests must filter through a router and firewall before they are permitted to reach the server. With the use of these technologies, your digital banking transactions are secure.

COMPLETE AGREEMENT

This Agreement represents the sole and exclusive agreement between you and us regarding Digital Banking services and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof.