

Ebank-Bloomington  
First State Bank of Bloomington  
Internet Banking Agreement and Disclosure Statement

Introduction

This Internet Banking Agreement and Disclosure Statement (hereafter, "Agreement") governs the use of Internet banking services (hereinafter referred to collectively as "Ebank") offered by First State Bank of Bloomington. Anyone using Ebank is referred to in this Agreement as "you" or "your." The Bank is referred to in this Agreement as "Bank," "we," "us," or "our." If you use Ebank or permit another to use Ebank on your behalf, you agree to the terms and conditions stated in this Agreement. You must follow all of our instructions and procedures applicable to the services covered by this Agreement. You should carefully read this Agreement before you use Ebank.

1. Other Accounts, Loan Agreements and Services

These terms and conditions are in addition to those that apply to any accounts, loans or credit agreements you may have with us, or any other services you obtain from us, including but not limited to the terms and conditions contained in your signature card(s), account and deposit disclosures, agreements, fee schedules, any loan, notes or credit agreements, their accompanying schedules and disclosures, and any change of terms notices. If you have more than one account or other relationship with us, you may "link" the relationships together as we permit. Accounts that are linked under Ebank must have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account (see Section 17 on Joint Accounts).

2. Electronic Fund Transfer Act and Regulation E.

Some of the transactions permitted through Ebank are governed by the Electronic Fund Transfer Act (EFTA) and its implementing regulation, Regulation E ("REG E"). Some of the terms and conditions of this Agreement are disclosures required by REG E.

3. Computer Requirements.

To use Ebank, you need the type of computer, related equipment, and software specified by us. (In this Agreement, your computer and the related equipment are referred to together as your "Computer").

You are responsible for the installation, maintenance, and operation of your Computer and your software. The risk of error, failure, or nonperformance is your risk and includes the risk that you do not operate your Computer or your software correctly. The Bank is not responsible for any errors or failures from any malfunction of your Computer or your software. The Bank is not responsible for any Computer virus related problems that may be associated with the use of the Ebank system. The Bank shall have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your Computer or your software. **THE BANK MAKES NO WARRANTY TO YOU REGARDING YOUR COMPUTER OR YOUR SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. Access Codes.

When you complete the Enrollment form for Ebank, you will be assigned a User number (SSN) and you will establish a Password that conforms to our security policy. You will also be required to choose and answer three challenge questions for enhanced security (the User

number, Password and Challenge questions are collectively referred to as the "Access Codes"). If the Bank approves your enrollment, your Access Codes will allow you access to Ebank. Access Codes are an important security procedure to protect your information. It is your responsibility to keep your Access Codes confidential in order to prevent the unauthorized use of Ebank. Your failure to do so could result in the unauthorized use and access of your accounts with us and could result in losses in your accounts. Anyone to whom you give or disclose your Access Codes will have full access to your accounts, even if you attempt to limit that person's authority.

If you forget your Password you must contact the Bank so that we can enable you to establish a new Password. It may take several days before you are able to establish a new Password. Under no circumstances should a Bank employee request your Password through Ebank, over the Internet, or through other contact. Do not respond to any such request, even if the person claims to represent the Bank.

## 5. Security.

The Bank is committed to the security of its customers' accounts and account information. Similarly, you must take every precaution to ensure the safety, security, and integrity of your accounts and transactions with Ebank. The Access Codes are the access devices to your accounts and other services provided herein; providing the access devices to another person effectively constitutes a grant of authority under REG E for that person to access your accounts. The following guidelines should assist you in these efforts:

Do not give or disclose any part of your Access Codes to anyone, particularly while on the telephone or on-line or while using the Internet.

Do not leave your account information in an open area accessible by others, including on your Computer screen.

Do not leave your Computer unattended while you are connected to Ebank.

Please remember that general e-mail systems are not secure. Be careful about the type of information you send in e-mails. Do not send your Password or sensitive account information in any public or general e-mail system.

Please observe these guidelines. Remember, you may be held liable for the unauthorized use of your Access Codes.

## 6. Ebank Account Services.

To subscribe to Ebank, you must have at least one deposit account with the Bank. Your Ebank subscription includes a Basic Service Package. In addition, you have the option of applying for Additional Products and Services, for which service fees will be charged.

The Basic Service Package includes:

Balance information on checking, savings, money market, certificates of deposit, line of credit, installment loans, mortgage loans  
Transfer of funds between transaction accounts

Make loan payments on your loans with us  
Transaction history  
Export transactions into personal financial software  
Additional Products and Services include:

Bill payment service processed through Metavante  
These lists are not exhaustive and the Bank may offer additional services in the future. This Agreement covers all services offered by Ebank, including future services.

In most cases you may use Ebank to gain access to deposit accounts in which you have an unrestricted right to withdraw funds and consumer line of credit accounts in which you have an unrestricted right to borrow money. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Ebank account access, restrict Ebank account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account through Ebank.

If you want to include additional accounts on Ebank, whether it is a new account or an existing account, please contact our customer service department.

#### 7. Description of Ebank Functions.

Depending on your particular Ebank subscription, you may perform some or all of the following transactions:

##### 7.1 Home Banking Functions.

If you subscribe to this service, you, or someone you have authorized by giving them your Access Codes, may use Ebank to: (a) transfer funds between your transaction accounts, (b) obtain account balances and transaction information for your accounts, (c) review the history of transactions, and (d) send electronic mail (e-mail) to a Customer Service Representative at the Bank.

Your ability to transfer funds between certain accounts is limited by federal law, as stated in the Deposit Agreements. For example, you can make no more than six (6) transfers from a savings or money market savings account during each statement period, and, in the case of a money market savings account, no more than three (3) of such transfers may be made by check. Transfers and bill payments made using both Ebank and other transfer methods described in the deposit agreements are counted against the permissible number of transfers. Instructions to transfer funds between accounts must be sent by 5:00 p.m. Central Time to be processed the SAME business day. Transfers received after 5:00 p.m. will be processed ONE business day later.

Each transfer made from a loan account (e.g., an overdraft checking account) is treated as a cash advance from that account and is subject to the terms of the loan or other applicable agreement for that loan account.

We reserve the right to limit or restrict transfers from any loan account depending upon the type of loan, our credit policies, your credit experience with us, or other factors determined by us in our sole discretion.

The Bank will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate to the Bank immediately. For example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your accounts, you should contact the Bank immediately by calling us at the number listed in Section 12. The Bank will not take actions based on your e-mail requests until the Bank actually receives your message and has a reasonable opportunity to act.

The Bank reserves the right to limit the amount of transaction history available on-line.

The Bank reserves the right to limit the frequency and dollar amount of transactions from your accounts, as the Bank may determine at any time and from time to time in its sole discretion.

Accounts requiring more than one signature for withdrawal cannot be linked to Ebank for the purpose of transferring funds.

#### 7.2 Bill Payment Service.

Ebank Bill Payment service (“Bill Payment”) is an electronic payment system that permits you to initiate and authorize payments from your account to payees that you have selected in advance to receive payments by means of this service. (A “payee” is a person or business you are paying.) You have the option of setting up a payee as one of two bill payment types: (1) recurring payments, which are payments of a fixed amount that are paid at a regular time interval, such as monthly (e.g., rent, mortgage, etc.); and (2) single payments, which are payments that vary in amount and/or date (e.g., utility, credit card, etc.).

We use a third party processor, Metavante (“Bill Payment processor”), for Bill Payment. The Bill Payment processor provides customer support for questions and issues regarding Bill Payment processing such as researching payments, stopping a payment, payment posting, etc. Questions regarding the use of the Bill Payment interface are handled by the Bank.

To subscribe to Bill Payment, you must have a checking account with the Bank and complete the appropriate application form. Your access to Bill Payment is subject to our approval. We reserve the right to deny access to Bill Payment based upon our policies in effect, your account history, or your credit history. If you are approved, you may use Bill Payment to make payments from one checking account designated by you as your account to debit for Bill Payment (“Primary Account”). An account that requires two or more signatures to make withdrawals may not be designated as a Primary Account.

The Bill Payment processor has provided “HELP” screens and other information online explaining the use and features of Bill Payment. These are found in the Bill Payment module. The information, terms, and conditions contained in these “HELP” screens from the Bill Payment processor, as amended from time to time, are incorporated herein and are made a part of this Agreement. You agree to the information, terms, and conditions contained in these “HELP” screens, and any changes and amendments thereto.

You hereby authorize debits, by ACH or otherwise, against your Primary Account to facilitate payment by the Bill Payment processor to payees you have selected in Bill Payment. You must have sufficient funds available in your Primary Account to pay your

payees. If there are insufficient funds in the Primary Account to make payments you have authorized, the Bank, in its sole discretion, may either refuse to pay the item/ACH Debit, or it may allow the debit and thereby overdraw the Primary Account. In either event, you are responsible for any non-sufficient funds ("NSF") or overdraft charges the Bill Processor and Bank may impose, as stated in the Ebank Fee Schedule and the applicable deposit agreements or disclosures for the account, as amended from time to time. In other words, if the ACH is refused due to non-sufficient funds, you will be responsible for the NSF fee imposed by the Bill Payment processor and the Bank's normal NSF fee for your deposit account. If the Bank allows the account to be overdrawn by allowing the debit, you are responsible for the Bank's normal overdraft fee. The amount of any overdraft and any fees assessed are immediately due and payable.

The Bank and the Bill Payment processor reserve the right to refuse to honor payment requests that reasonably appear to the Bank or Bill Payment processor to be fraudulent, incomplete, erroneous, or if you do not follow the instructions for Bill Payment. In addition, the Bank/Bill Payment processor will not be able to execute any Bill Payment if the payee cannot or will not accept such payment.

If the debit to your Primary Account causes an advance from an overdraft protection line of credit linked to the Primary Account, the advance is treated as a cash advance from that line of credit and is subject to the terms of the promissory note, or other applicable agreement for the overdraft protection line of credit.

Once a recurring payment is established, the payment will be automatically executed according to your instructions until you have properly notified the Bill Payment processor in accordance with the procedures in effect at that time, of any cancellation of or change to your instructions.

We reserve the right to terminate your access to Bill Payment at anytime and for any reason, including insufficient funds or overdrafts.

#### 8. Third Party Software; Virus Protection

The Bank makes no representations or warranties regarding the accuracy, functionality, or performance of any third party software that may be used in connection with Ebank (e.g., Quicken, Microsoft Money).

The Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage you to routinely scan your Computer, diskettes, and software using a reliable virus product to detect and remove any viruses found. Undetected or unrepaired viruses may alter, corrupt, damage, or destroy your programs, files, and even your Computer. Additionally, you may unintentionally transmit the virus to other computers, diskettes, and software.

#### 9. Charges of Ebank

Depending on which function you subscribe to, you will be charged the applicable Ebank monthly fee (the "Monthly Fee"). Once you have subscribed, you will be charged the applicable Monthly Fee whether or not you use Ebank. The current fee schedule is as follows:

ACCOUNT ACCESS: No fee.

#### BILL PAYMENT:

Simply Free Account: \$4.95 per month.

All other Personal Accounts: Free.

Business Accounts: Please refer to your Business Banking Contract for costs.

Stop Payment \$25.00 per item

Photocopies \$25.00 per copy

NSF \$25.00 per item by Bill Processor & \$27.00 per item by Bank

Fees will be deducted from your primary checking account each month.

The Bank may change or add any fees for Ebank by following the procedures outlined in Section 24 for amending this Agreement. In addition to the fees noted here, the service charges and fees provided for in the Deposit, Line of Credit, and Credit Card Agreements, if applicable, will continue to apply.

#### 10. Right to Stop Payment.

Under the EFTA you have certain stop-payment rights and obligations for "preauthorized electronic fund transfers". A PEFT is an electronic fund transfer that is authorized in advance and is scheduled to recur on a periodic basis. One-time transfers authorized in advance, however, are not PEFTs and are instead governed by Section 10.2.

##### 10.1 Preauthorized Electronic Fund Transfer.

You can stop any PEFT by calling or writing to us at least three (3) business days before the payment is scheduled to be made. If you stop payment by telephone, we may also require you to send us your request in writing within fourteen (14) days after you call. To stop bill payments originated in the Bill Payment service, call Metavante Corporation at 1-800-823-7555. For all other stop payments, call us at 309-662-0411 or write to us at First State Bank of Bloomington, 204 North Prospect, P.O. Box 1427, Bloomington, Illinois 61702-1427.

##### 10.2 Electronic Fund Transfer Authorized in Advance.

You may have an opportunity to stop a one-time transfer authorized in advance by calling or writing to us at least three (3) business days before the payment is scheduled to be made. For bill payments in the Bill Payment service, call FIS at 1-800-823-7555. For all other, call us at 309-662-0411 or write to us at First State Bank of Bloomington, 204 North Prospect, P.O. Box 1427, Bloomington, Illinois 61702-1427. The EFTA, however, does not obligate us to honor this request, and we do not guarantee that such a stop-payment will be made on time. Furthermore, you should realize that a one-time electronic fund transfer is irrevocable and cannot be stopped if it is scheduled to be made within three business days of our receiving of the note.

##### 10.3 Fees for Stop-Payment.

The stop payment fee for a bill payment stop payment is \$25.00 per item. The stop payment fee for all other stop payment orders is \$27.00 per item.

#### 11. Non-Sufficient Funds & Overdrafts: Order of Payments, Transfers, and Other Withdrawals.

In the event there are not sufficient funds in your account to cover all withdrawals attempting to clear your account, the Bank, in its sole discretion, may determine which payments,

transfers, checks, and other withdrawals are paid or allowed, and in which order they are paid or allowed. Without any obligation to do so, we may elect, at our option, to pay or allow one or more items to overdraw the account, in which case the amount of the overdraft and any fees assessed are immediately due and payable.

#### 12. Reporting Unauthorized Transactions or Theft or Loss of Access Codes.

If you believe that an unauthorized transaction has been made from your account, or if your Access Device has been lost or stolen, alert the Bank immediately by

Calling us at: (309) 662-0411

or write the Bank at:

First State Bank of Bloomington

204 North Prospect, P.O. Box 1427

Bloomington, Illinois 61702-1427

#### 13. Periodic Statements.

Your Ebank payments and transfers will be indicated on monthly statements we provide or make accessible by mail. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your address or if you believe there are errors or unauthorized transaction In any statement, or statement information. You will notify us at the phone number or address shown in Section 12, above.

#### 14. Business Days and Hours of Operation.

Ebank service is generally available twenty-four (24) hours a day, seven (7) days a week. However, we process transactions and update information on business days only. Our business days are Monday through Friday, except for recognized holidays. Any transaction(s), including scheduled payments, to be made on a day that is not a business day will be credited, completed, or made on the next business day. The Bill Payment processor's non-processing dates are shown in the "HELP" screens.

#### 15. Customer's Responsibility.

You must have enough available money or credit in any account from which you instruct us to make a payment or transfer, or for you to engage in any other transaction involving the payment or transfer of funds.

You are responsible for all transactions and bill payments you authorize or make using Ebank, including any transactions or bill payments that you may unintentionally or inadvertently authorize or make, and any losses, charges, or penalties incurred as a result. If you permit other persons to use Ebank or permit other persons to access your accounts by any other means, you are responsible for any transactions they authorize from your deposit and credit accounts, including any losses, charges, or penalties incurred as a result.

In regard to Bill Payment, you are responsible for providing the proper payee (i.e., merchant) identification information, including the payee's address, telephone number, and your identification or account number with the payee. If you instruct us/Bill Payment processor to make a Bill Payment to a particular payee and fail to give the correct identification information, we are not responsible or liable for such a payment.

If you experience a problem with Ebank, contact our Customer Service Department at the number shown in Section 12. If you have a problem with Bill Payment processing, contact the Bill Payment processor at the number shown in the Bill Payment module.

#### 15.1 Customer Liability.

You should notify the Bank immediately if you believe any of your accounts have been accessed or your Access Codes have been used without your permission. Contacting the bank immediately, especially by telephone, will help you reduce your potential losses.

If someone used your Access Device without your permission, you can lose no more than \$50.00 if you notify the Bank within two (2) business days of discovering any unauthorized use of your Access Device. However, you can lose as much as \$500.00 if you do not notify the Bank within two (2) business days of discovering the unauthorized use and the Bank can prove that it could have prevented the unauthorized use had it been notified.

If you do not report unauthorized transactions that appear on any of your periodic statements within sixty (60) days after such statements are mailed to you, you risk unlimited losses on transactions made after the (60) day period has past if the Bank can show that it could have prevented the unauthorized use had it been notified within this sixty (60) day period.

At the Bank's sole discretion, we may extend the time periods.

You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or setoff the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements. See Section 31.

#### 16. Bank's Responsibility.

The Bank is responsible for completing transfers and bill payments on time according to your properly entered and transmitted instructions. However, the Bank will not be liable for completing transfers and bill payments:

If, through no fault of ours, you do not have sufficient funds in the account from which a payment or transfer is to be made, or if the account has been closed, frozen, or is not in good standing, or if we reverse payment or transfer because of insufficient funds;

If any payment or transfer exceeds the credit limit of any account or exceeds the limitations of this Agreement;

If you have not properly followed software or Ebank instructions on how to make a transfer, bill payment, or other transaction;

If you have not provided complete, correct, and current instructions, account numbers, Access Codes, or other identifying information so that the Bank can properly credit your account or otherwise complete the transaction;

If you do not authorize a Bill Payment soon enough for your payment to be made to the payee by the time it is due;

If the Bill Payment is timely but the merchant nevertheless does not credit your payment promptly after receipt;

If you receive notice from a merchant or other institution that any payment or transfer you have made remains unpaid or has not been completed, and you fail to notify us promptly of that fact;

If withdrawals from any of your linked accounts have been prohibited by a court order such as a garnishment or other legal process;

If your Computer, your software, or Ebank was not working properly and this problem should have been apparent to you when you attempted to authorize a transfer or bill payment;

If you, or anyone you allow, commits fraud or violates any law or regulation;

If circumstances beyond the Bank's control prevent making a transfer or payment, despite reasonable precautions that the Bank has taken. Such circumstances include telecommunications outages, postal strikes, delays caused by payees, fires, and floods. There may be other exceptions to the Bank's liability as stated in the deposit, line of credit, credit card, and other Bank agreements.

In addition, the Bank will not be liable for indirect, special, consequential, economic, or other damages arising out of the installation, use or maintenance of Ebank and/or its related equipment, software, or online services.

#### 17. Joint Accounts.

The provisions of this section apply if any of your accounts with us is a joint account. As a holder of a joint account, you are jointly and severally liable under this Agreement. Each of you acting alone may perform transactions, obtain information, stop or change payments or transfers, terminate Ebank services or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of, or notify any other of you. However, each of you will only be permitted to access accounts for which you are an owner or authorized user.

Each of you individually releases us from any liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your Ebank Account. Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorney's fees) arising from any such claims or actions.

#### 18. Disclosure of Account Information To Others.

To the extent necessary to carry out the Ebank functions, the Bank may disclose information about your accounts to third parties in the following instances:

Where it is necessary for completing transfers and bill payments;

In order to verify the existence and condition of a Payment Account, such as a credit bureau, merchant, or for a payee or holder of a check issued by Ebank;

In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process, or in order to give information to any government agency or official having legal authority to request such information;

To protect and enforce our rights;

If, in the Bank's judgment, a third party, including affiliates of the Bank, has a legitimate business purpose for obtaining such information, including offering you products or services; and if you give us your written permission (which may be by electronic or telecommunications transmission as well as on paper).

#### 19. Notices and Communications.

Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through our Ebank Service or at the last known e-mail address that we have for you in our records.

Notices from you to us are effective when they are received by us at the address specified in Section 12.

#### 20. Error Resolution.

This section applies only to electronic funds transfers governed by the EFTA and REG E. In case of errors or questions about your Ebank transactions, please telephone us at the number listed in Section 12.

If you think your statement is wrong or if you need more information about a transaction listed on the statement, the Bank must hear from you no later than sixty (60) days after it sends or delivers to you the FIRST statement on which the problem or error appeared. If you requested more information about a problem or error, the Bank must hear from you within sixty (60) days after it sends or delivers that information to you.

Tell us your name and account number(s).

Tell us the type, time, and date of the transaction and the dollar amount of the suspected error. 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.

For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, and payee account number for the payment in question.

If you tell the Bank orally, it may require that you send in your complaint or question in writing within ten (10) business days after we hear from you and will then in good faith attempt to correct any error promptly.

If the Bank needs more time, however, it may take up to forty-five (45) days to investigate your complaint or question, in which case, the Bank will re-credit your account within ten(10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes the Bank to complete its investigation. If the Bank asks you to put your complaint or question in writing and does not receive it within ten (10) business days, the Bank may not re-credit your account.

If the Bank decides that there was no error, it will send you a written explanation within three (3) business days after it finishes its investigation. You may ask for copies of the documents that the Bank used in its investigation.

#### 21. Information Authorization.

You agree that the Bank reserves the right to request a review of your credit rating at its own expense through an authorized credit bureau. In addition, you agree that the Bank reserves the right to obtain financial information regarding your account(s) from a merchant or other institution to resolve payment posting problems.

#### 22. Data Recording.

When you use or contact Ebank to conduct transactions, we (including the Bill Processor), at our option and in our sole discretion, may record information and e-mail messages you enter. By using Ebank, you consent to such recording.

#### 23. No Signature Required.

When using Ebank Bill Payment to pay bills, you authorize the ACH debit against your Primary account to facilitate the payment of your payees and you acknowledge that we are not required to obtain any signature from you authorizing the ACH debit. When using Ebank to make transfers from your accounts, including obtaining cash advances from your credit accounts, you agree that we are not required to obtain any signature from you authorizing any such transfer. Your authorization is granted by virtue of your use of Ebank to initiate and complete these transactions.

#### 24. Amendment of this Agreement.

Where the EFTA and REG E apply, the Bank may amend this Agreement at any time by sending notice to you by mail or, to the extent permitted by law, by e-mail or electronic communication through Ebank, at least twenty-one (21) days before the effective date of the amendment. Where the EFTA and REG E apply, notice is always required if the change would result in:

Increased fees for the customer;

Increased liability for the customer;

Fewer types of available electronic fund transfers; or

Stricter limitations on the frequency of dollar amount of transfers.

If the EFTA and REG E apply, we are not required to give notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an account or an

electronic fund transfer system. However, if such a change is permanent, and disclosure would not jeopardize security, we will notify you in writing on or with the next regularly scheduled periodic statement or within thirty (30) days of making the change permanent.

If the EFTA and REG E do not apply to a particular transaction, and other state or federal laws do not specify any notice or other requirements for an amendment, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

Your continued use of Ebank is your agreement to any amendment(s) of the Agreement.

#### 25. Assignment.

The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party.

#### 26. Termination.

Either you or the Bank may terminate your Ebank subscription at any time upon giving written notice of the termination to the other party. If you terminate Ebank, you authorize the Bank to continue making transfers and bill payments you have previously authorized and continue to charge monthly fees until such time as the Bank has had a reasonable opportunity to act upon your termination notice. Once the Bank has acted upon your termination notice, the Bank will make no further transfers or payments from your accounts, including any transfers or payments you have previously authorized. If the Bank terminates your use of Ebank, the Bank reserves the right to make no further transfers or payments from your accounts, including any transactions you have previously authorized. You may terminate the Bill Payment portion of Ebank without terminating the Basic Service Package. The Bank, at its option, may terminate the Bill Payment portion without terminating the Basic Service Package.

Bank may terminate your Ebank subscription, without notice, if you have not used any Ebank services for three consecutive months.

#### 27. No Waiver.

The Bank shall not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising its rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

28. Captions. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

#### 29. Governing Law.

Regardless of where you live or work or where you access Ebank, this Agreement will be governed by, and construed in accordance with, the laws of the State of Illinois and the federal laws of the United States of America.

#### 30. Enforcement.

In the event either party brings legal action to enforce the Agreement or collect overdrawn funds on accounts accessed under the Agreement, the prevailing party shall be entitled,

subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in McLean County, State of Illinois, if allowed by applicable law. Jury Waiver: Bank and You hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Bank or you against the other.

31. Right of Setoff.

To the extent permitted by applicable law, we reserve a right of setoff in your accounts with us. This includes all accounts you hold with someone else and all accounts you may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. You authorize us, to the extent permitted by applicable law, to charge or setoff all sums you may owe to us under the terms of this Agreement, and at our option, to administratively freeze all such accounts to allow us to protect our charge and setoff rights.

32. Severability.

Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intent of the Agreement, and the remaining portions shall remain in full force and effect.

I agree to the terms and conditions of this Internet Banking Agreement and Disclosure Statement.

Date: \_\_\_\_\_

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Received by: \_\_\_\_\_