

## **SOLUTIONS BANK**

### **ONLINE BANKING AGREEMENT**

#### **ELECTRONIC FUND TRANSFERS**

##### **Type Of Transfers**

You may access your accounts by computer using your password and your account number to: transfer funds from checking to checking – transfer funds from checking to savings, money market – transfer funds from savings, money market to checking – transfer funds from savings, money market to savings, money market – make payments from checking to loan accounts with us – make payments from savings, money market to loan accounts with us – get information about checking, savings, money market account balances, deposits and withdrawals in the last statement cycle, and account balance of certificates of deposit and loans.

##### **Periodic Statements**

You will get a monthly account statement from us for your checking accounts.  
You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month, in any case, you will get a statement at least quarterly.

##### **Business Days For Online Banking**

Our service is generally available 24 hours a day, 7 days a week, except during maintenance periods. However, we only process transactions and update information on business days. Our Online Banking business days are Monday through Friday, with each day ending at 9:00 P.M. Holidays are not included. Any Online Banking transactions or payments made on a day that is not a business day or made after 9:00 P.M. on a business day will be treated as if they are made on the next business day.

##### **Your Rights And Liabilities**

Security of your transactions is important to us. Use of the Online Banking services will therefore require a password. If you lose or forget your password, please call 815-235-2711 during normal business hours. We will accept as authentic any instructions given to us through the use of your password. You agree to keep your password secret and to notify us immediately if your password is lost or stolen or if you believe someone else has discovered your password.

You agree that if you give your password to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use the Online Banking services. We may be liable for certain security breaches to the extent required by applicable law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to (1) monitor and/or record all communications and activity related to the Online Banking services; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you).

You agree that our records will be final and conclusive as to all questions concerning whether or not your password was used in connection with a particular transaction.

If any unauthorized use of your password occurs you agree to (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds.

Notify us immediately if you believe your password has been lost or stolen. Telephoning is the best way to keep your possible losses down. You could lose all of the money in your account (plus your maximum line of credit). If you tell us within two (2) business days you can lose no more than \$50.00. If you do not tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers 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 funds you lost after the 60 days if we can prove that we could have prevented someone from taking the funds if you had told us in time. If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 815-235-2711 during normal business hours.

**WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL**

### **Error Resolution Notice**

In case of errors or questions about your electronic transfers call us at 815-235-2711 or write us at:

Solutions Bank  
996 W Fairview Rd  
Freeport, IL 61032

Notify us immediately 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 first appeared.

- (1) Tell us your name and account number.
- (2) 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.
- (3) Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days (20 business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for new accounts or point-of-sale or foreign-initiated transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days for new accounts) 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 for 30 days after the first deposit is made.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

### **Confidentiality**

We may disclose information to third parties about your account or the transactions you make:

- a) Where it is necessary for completing transactions or resolving errors involving the services; or
- b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant; or
- c) In order to comply with government agency rules, court orders, or other applicable law; or
- d) To our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law; or
- e) If you give us permission.

### **Limitation Of Liability**

Except as otherwise provided in this agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special, or consequential, caused by the Online Banking service or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC equipment.

### **Waivers**

No waiver of the terms of this agreement will be effective, unless in writing and signed by an officer of this bank.

### **Assignment**

You may not transfer or assign your rights or duties under this agreement.

### **Governing Law**

The laws of the State of Illinois shall govern this agreement and all transactions hereunder. Customer acknowledges that he/she has reviewed this customer agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.

### **Indemnification**

Customer, in consideration of being allowed access to the Online Banking services, agrees to indemnify and hold the bank harmless for any losses or damages to the bank resulting from the use of the Online Banking services, to the extent allowed by applicable law.

## **Termination**

If at any time you or any authorized user of your password does not comply with the terms of this agreement and the agreement that governs your deposit accounts or any other agreement with Solutions Bank that you can access through Solutions Bank's Online Banking services, Solutions Bank can terminate your access to those accounts through Online Banking. Your account can be terminated if your accounts are not kept in good standing with Solutions Bank. If we terminate your Online Banking privileges for cause, you are responsible for all fees, charges, overdraft amounts on the account at the time the account is terminated, and any collection fees we incur while trying to collect the fees, charges, or overdraft amount. We notify you or any other party to your account that we have cancelled or will cancel this agreement. You or any other party to your account can terminate this agreement by notifying us in writing. Termination of this agreement will not affect the rights and responsibilities of the parties under this agreement for transactions initiated before termination.

## **ALERTS**

Your enrollment in Solutions Bank Online Banking and/or Mobile Banking (the "service") includes enrollment to receive transaction alerts and notifications ("alerts"). Alerts are electronic notices from us that contain transactional information about your Solutions Bank account(s). Alerts are provided within the following categories:

- Mandatory alerts provide you with important account notifications, such as information about changes to your Online Banking password, pin, or login information. You do not have the option to suppress these mandatory alerts.
- Account alerts provide you with notification of important account activities or when certain changes are made to your service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These alerts are automatically activated for you. Although you may suppress these account alerts, we strongly recommend that you do not do so because they provide important information related to your service accounts.
- Additional alerts must be activated by you to be enabled. These additional alerts can be accessed from the alert's menu within Solutions Bank Online Banking and alerts menu within Solutions Bank Mobile Banking.

Account alerts and additional alerts must be managed and/or added online through the service. You cannot maintain all alerts through your mobile device. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Solutions Bank reserves the right to terminate its alerts service at any time without prior notice to you.

## **Methods Of Delivery**

We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Solutions Bank Online Banking message in-box, by an e-mail message. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider.

Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

### **Alerts Via Text Message**

To stop alerts via text message, text "stop" to 31727 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Solutions Bank Online Banking and click the box next to your mobile number for the alerts you'd like to receive again. For help with SMS text alerts, text "help" to 31727. In case of questions please contact customer service at 815-235-2711. Our participating carriers include (but are not limited to) AT&T®, SprintPCS®, T-Mobile®, U.S. Cellular®, Verizon Wireless®, MetroPCS®.

### **Limitations**

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

### **Alert Information**

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