

ONLINE BANKING AGREEMENT AND DISCLOSURE

This Online Banking Agreement and Disclosure describes your rights and obligations as a user of First National Bank in Pinckneyville's Online Banking service or the Online Bill Pay service. It also describes the rights and obligations of First National Bank in Pinckneyville (Bank). Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

This Agreement and Disclosure is made in compliance with federal law regulating electronic transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Bank. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers.

A. Definitions

The following definitions apply in this Agreement:

1. "Blocked" is an Online Banking account status that prevents current and pending bill payment transactions from being made;
2. "Business Customer" refers to anyone other than a consumer who owns an Eligible account with respect to which the Service is requested for primarily business purposes.
3. "Consumer" refers to you or any natural person who owns an Eligible Account at the Bank and who uses the Service primarily for personal, family, or household purposes.
4. "Eligible account" refers to personal or nonpersonal account types that may be linked to Online Banking under the terms of this Agreement and may include checking, savings, loan and time deposits;
5. "ISP" refers to your Internet Service Provider;
6. "Online Account" means the Bank account from which you will be conducting transactions using a Service;
7. "Online Banking" is the internet-based service (Services) providing access to your Bank account(s);
8. "Online Bill Pay" is the online service (Services) that enables the scheduling of bill payments using a personal computer;
9. "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
10. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
11. "Time of day" references are to Central Standard Time;
12. "Login ID" is the Bank-generated identification code assigned to you for your connection to the Service, or the code you select during enrollment;
13. "We", "us", or "Bank" refer to First National Bank in Pinckneyville which offers the Services and which holds the accounts accessed by the Services; and
14. "You" or "your" refers to the owner of the account or the authorized representative.

2. Access to Services

The Bank will provide instructions on how to use the Online Banking and Online Bill Pay Services. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your password and your Login ID. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

For purposes of these disclosures, the Bank's business days are Monday through Friday. Saturdays, Sundays and holidays are not included. All Online Banking transaction requests received after 4:30 p.m. on business days will be processed on the Bank's next business day.

3. Banking Transactions with Online Banking

- A. Account Access. Eligible accounts held with First National Bank in Pinckneyville will be made available online. Online Banking ID's are individually owned. Joint account owners must apply individually to obtain their own unique ID and password.
- B. Transfer of Funds. In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts, savings accounts and money market accounts, with the exception of Health Savings Accounts (HSA).

NOTE: The number of transfers from your Bank accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. In addition, if a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

- C. External Transfers. Transfers to and from deposit accounts at other financial institutions may be initiated through the Online Banking service. External transfers require prior authorization and transaction fees may apply.
- D. Additional Services. New services may be introduced for Online Banking from time to time. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

4. Schedule of Fees

The Bank offers the benefits and convenience of the Online Banking service to our customers at no monthly charge with the exception of the Online Bill Pay feature which is free to certain accounts as explained below. Such fees are subject to change or increase from time to time upon 30 days prior written notice.

Online Bill Pay service is free for eZ Checking customers. The number of payments per month is unlimited.

Online Bill Pay service for up to 10 payments per month is free for Senior Club and S-NOW Senior account holders. Payments over 10 per month cost \$.50 each.

For all other eligible checking accounts, Online Bill Pay is free for the first month. Thereafter, the fee is \$4.95 a month (includes up to 10 bills per month; each additional payment costs \$.50).

Additional Fees:

Stop Payment Fee: \$25 from Bill Pay Service (per debit item)

Return Item Charge: \$25 from Bill Pay Service plus a \$27 Bank Return Item Charge (for Overdraft Privilege customers, per debit item) or a \$31 Bank Return Item Charge (for Non-Overdraft Privilege customers, per debit item)

Check Copy Fee: \$1.00 (per item)

Statement Copy Fee: \$3.00 per statement

By accepting the terms of this agreement you authorize us to debit incurred fees from any of your deposit accounts held with the Bank.

5. Statements

You will continue to receive your regular account statement by mail, or by electronic means, on a monthly or quarterly cycle, depending on your account type.

6. Use of Your Security Password

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

- Do not give out your account information, password, or Login ID;
- Do not leave your PC unattended while you are in the Bank's Online Banking Site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, password, etc.) in any public or general e-mail system.

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank immediately at 618-357-9393 between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Telephoning the Bank is the best way of minimizing your losses and liability. (See Section 12)

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

7. Electronic Mail (E-mail)

We may communicate to you via e-mail and may from time to time send you important notices regarding Online Banking, Online Bill Pay Service matters, and/or changes to this Agreement. It is required that you maintain your current e-mail address with us in order for us to deliver this information to you. It is your responsibility to ensure that your contact information is current and accurate.

NOTE: E-mail is not a secure form of communication. We advise you not to send us or ask for sensitive information such as account numbers, password, and account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the link for email provided in our Online Banking site, or from the "Contact Us" link on our web site (www.fnbpville.com).

8. Online Bill Payment Services

- A. Description of Service. The Online Bill Pay Service permits you to use your Internet-enabled device to direct payments from your designated Online Bill Pay Account(s) to third parties you wish to pay. Your Online Bill Pay Account must be a checking account. Through the Online Bill Pay Service, you can pay bills from your Online Bill Pay Account to businesses or individuals.

All payments you make will be deducted from the checking account(s) that you designate as your Online Bill Pay Account(s) for the Online Bill Pay Service. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States. Tax payments and court ordered payments are not supported and should not be attempted.

Additional funding accounts may be added at the discretion of the Bank and may involve a monthly service fee.

- B. Scheduling Payments. Funds must be available in your Online Bill Pay Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday, or holiday), funds must be available in your Online Bill Pay Account the following business day (e.g. Monday). After funds are withdrawn from your Online Bill Pay Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or semi-monthly intervals. When you create a new payee in the Online Bill Pay Service, it takes two (2) business days to set up the payee to receive payments. You should schedule a payment to a new payee at least ten (10) business days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee.

For all subsequent payments, you agree to allow at least three (3) to five (5) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If the payment is an Automatic Clearing House (ACH) electronic payment, it will take up to three (3) business days to reach the payee. However, if the company or person that you are paying cannot accept an electronic payment, the Online Bill Pay Service will send a check that may take up to five (5) business days. If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, the Bank will work with the payee on your behalf to reverse any late fees or charges.

- C. Effects of Insufficient Funds. If you authorize a payment for which there are insufficient funds in your Online Bill Pay Account, the account will be blocked immediately. Your account will remain blocked from 5 to 10 days. All payments scheduled during the blocked period will be cancelled. Up to three (3) attempts may be made to debit your Online Bill Pay Account for the payment. A Return Item charge will be assessed for each debit attempt. (See the Schedule of Fees for the current Return Item charge.) Your Online Bill Pay Account may be closed if we are unsuccessful in collecting debt returns or if fraudulent activity is identified.
- D. No Duty to Monitor Payments. The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Bank will not be liable in any way for damages you incur for any of the following reasons:
- insufficient funds in your Online Bill Pay Account to make the payment on the processing date;
 - delays in mail delivery;
 - changes to the payee's address or account number unless we've been advised of the change in advance
 - the failure of any payee to correctly account for or credit the payment in a timely manner, or
 - any other circumstances beyond the control of the Bank.

If the session during which you schedule a payment or transfer ends by 4:30 p.m., the Bank will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the Services, the time recorded by the Online Banking Service will be considered the official time of the transaction.

- E. Cancel or Change Payment Instructions. You may cancel or edit any scheduled payment by following the directions within the application. There is no charge for canceling or editing a scheduled payment. Once the Online Bill Pay Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service at 1-800-823-7555. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing and will provide the address that the request must be mailed to. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

- F. No Signature Required. When any payment or other online Service generates items to be charged to your account, you agree that we may debit your Online Bill Pay Account without requiring your signature on the item and without prior notice to you. Joint account owners have the right to authorize any request associated with their account.

Note: Personal accounts that require two (2) or more signatures or authorizations to withdraw or transfer funds may not be used as Online Bill Pay accounts.

Business customers specifically waive any requirement for signatures or authorization from two or more authorized persons.

9. Mobile Banking

Mobile Banking is a free feature of Online Banking. Web access is needed to log in to your online account through a mobile device. You may be charged access rates by your mobile service provider. Check with your service provider for details on specific fees and charges to access mobile Internet.

Text messages sent or received on your mobile device may incur a charge from your mobile service provider. Check with your service provider about specific fees and charges that may apply.

10. Eligible Accounts

An Eligible Account means any one of your accounts to which we may allow access through the Service under this Agreement. When you are enrolled in a service, you will be linked through the service to all accounts for which you have a direct relationship. For example, if an authorized user of a linked account logs in to the Service, that user will be able to view and access any account for which that person is a co-owner regardless of whether they are the primary or secondary owner on the account.

Only a checking account may be eligible for Bill Pay privileges. We may make additional accounts available for Bill Pay services from time-to-time as allowed by law or our Payment Service Provider.

The Bank may restrict access to certain accounts online. With the exception of sole proprietors, Business Customers may not link personal Consumer accounts.

11. Business Accounts

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

- enter into this Agreement, as amended from time to time;
- access designated eligible accounts of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- use any Online Banking service in any manner and for any purpose available to them through the Service, whether now available or available at some time in the future.

12. Term and Termination

A. Term. This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.

B. Termination for Cause. We may immediately terminate your electronic banking privileges (including the Online Bill Pay Service) without notice to you under the following circumstances:

1. you do not pay any fee required by this Agreement when due or
2. you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.
3. you do not log in to access your account for over 180 days.

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

C. Termination for Convenience. To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Online Bill Pay is terminated, any prescheduled bill payments made through

Online Banking will also be terminated. Your final charge for the Online Bill Pay service may be debited up to 60 days after termination. You may notify the Bank by one of the following methods:

- By sending an e-mail to Online@fnbpville.com
- By calling 618-357-9393
- By writing a letter and either sending it to the following address: First National Bank in Pinckneyville, 210 S. Main St., P.O. Box 208, Pinckneyville, IL 62274, or giving it to a Customer Service Representative at any of the Bank's locations.

13. Electronic Fund Transfer Provisions For Consumers

A. Applicability. These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E. When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.

B. Your Liability.

1. Tell us At Once if you believe your password has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. 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 you tell us within two (2) business days after you learn of the loss or theft of your password, you can lose no more than \$50 if someone used your password without your permission.
2. 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.
3. If your statement shows transfers that you did not make, including those made by password or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 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 periods.
4. 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) 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.

C. Telephone Numbers, Addresses, and E-Mail. In case of Errors or Questions About Your Online Banking or Online Bill Pay Transaction, Telephone us at 618-357-9393 or write us at: First National Bank in Pinckneyville, 210 S. Main St., P.O. Box 208, Pinckneyville, IL 62274, or send a Secure Message from within your Online Banking account if you think your statement is wrong or if you need more information about a transfer listed on the statement. Please be aware that notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.

We must hear from you at the telephone number, address, or e-mail site listed above, no later than 60 days after we sent the First statement on which the problem or error 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 and date on which it occurred.

14. Liability

- A. Our Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Online Bill Pay Services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Online Bill Pay Services as delineated in this Agreement.

We will not be liable to you in the following instances:

1. If through no fault of the Bank, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
3. If your account is closed, if there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
4. If your transfer goes over the credit limit on an overdraft line of credit, or if the overdraft line of credit has been closed.
5. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
6. If your transfer authorization terminates by operation of law.
7. If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
8. If you have not properly followed the instructions on how to make a transfer included in this service.
9. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
10. If we have a reasonable basis for believing that unauthorized use of your password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

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

- B. Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Online Bill Pay account.
- C. Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Online Bill Pay account.

- D. Virus Protection. The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

15. General Terms and Conditions

- A. Bank Agreements. In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service or the Online Bill Pay Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in this Agreement. We will automatically deduct the fees related to this Service from your Online Bill Pay Account each month.
- B. Changes and Modifications. The Bank may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have been deemed to have received it three (3) days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.
- C. Assignment. We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.
- D. Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.
- E. Confidentiality. We will disclose information to third parties about your account or transfers you make:
- where it is necessary for the provision of Online Banking and for completing transfers, or
 - in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
 - in order to comply with government agency or court orders, or
 - if you give us your written permission, or
 - to the Bank affiliated companies as permitted by the Fair Credit Reporting Act.
- F. Governing Law. This Agreement is governed by the laws of the State of Illinois and applicable federal law.