

Electronic Services Agreement

Definitions. The following definitions apply in this Agreement. “**Online Banking**” is the internet-based service providing access to your account(s) under the terms set forth in this Electronic Services Agreement; “**Online Account**” means any NorthSide Community Bank account from which you will be conducting transactions using a service; and “**Password**” is the code sent to you by NorthSide Community Bank for use during the initial sign-on, or the code you select after the initial sign-on, that establishes your connection to the service. “**Time of Day**” references are to Central Standard Time or Central Daylight Time, as applicable. “**We**”, “**us**”, or “**Northside Community Bank**” refer to NorthSide Community Bank, which offers the services, and which holds the accounts accessed by the services.

Access to Services. NorthSide Community Bank will provide verbal instructions describing how to use the Online Banking Services or Bill Payment Service. You will gain access to your Online Accounts through the use of your internet enabled device, your internet service provider, your User Code, and your Password.

Hours of Operation. Electronic services are available 24-hours a day, seven days a week, except during special maintenance periods, which generally are scheduled between 11:00PM Sunday night and 4AM Monday morning. For purposes of transactions, NorthSide Community Bank’s business days are Monday through Friday, excluding Federal holidays as determined by NorthSide Community Bank. All online transactions which are requested on Saturdays, Sundays or Federal Holidays on which NorthSide Community Bank chooses to remain closed, will be processed on the next business day.

Use of Security Password. You agree not to allow anyone to gain access to the services or let anyone know your password used with the services. You agree to assume responsibility for all transactions up to the limits allowed by applicable law.

Lost or Stolen Password. If your password has been lost or stolen, call NorthSide Community Bank immediately at (847) 244-5100. Telephoning NorthSide Community Bank is the best way to minimize your losses. If you believe your password has been lost or stolen and you telephone or write us within two business days after you learn of the loss or theft, you can lose no more than \$50 should anyone use your password without your permission.. If you DO NOT telephone or write us within two 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 notified us, you may be responsible for up to \$500.

Online Transactions. In addition to viewing account information, you may use Online Banking to conduct the following types of transactions:

- Transfer funds among your linked checking, savings, money market and line of credit account.

Note – Because regulations require NorthSide Community Bank to limit pre-authorized transfer (including online banking transfer), the following limitations apply:

- Statement Savings Account: you can make no more than six transfers per statement period by pre-authorized transfer, or by telephone or online banking.

- Money Market Account: you can make no more than six transfers per statement period by pre-authorized or automatic transfer, or by telephone or online banking.

- Initial Bill Payments

Bill Payment Service. The Bill Payment Service allows you to use your internet enabled device to direct payments from your designated online Bill Pay Account to third parties you wish to pay. If you choose to utilize the Bill Payment Service, you may begin initiating payments two weeks following the receipt of your online banking user code and password. Your Bill Pay Account is the account for which you are viewing transactions when initiating bill payment. Via the Bill Payment Service you may pay bills from your account to:

- Business Payees – any business, merchant, or professional that generates a bill or invoice for products or services provided to you on your behalf and that has an address we can verify
- Individual Payees – payments made to individuals, family, or friends for non-business purposes.

Payment Initiation Date. Is the date you enter into the online banking system when setting up a bill payment. You may set up the following types of bill payments:

- Single Payments – a payment to be made to a payee one time
- Recurring Payments - payments of fixed amount to a single payee at recurring intervals (weekly, monthly, quarterly, semi-annually, annually).

All payments you make will be deducted from the account you designate as your Bill Pay Account on the Payment Initiation Date. 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. We reserve the right to restrict types of payees to whom payment may be made using the service from time to time. You should not use Bill Payment service to make payment to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments (e.g., alimony or child support payments). Payments for these payees will be your sole responsibility if delayed or improperly process or credited.

Funds must be available in your Bill Pay Account, including overdraft lines of credit, on the scheduled Payment Initiation Date. If the Payment Initiation Date falls on a non-business day, funds must be available in your Bill Pay Account the following business day. After funds are withdrawn from your Bill Pay Account to make a payment, we may make the payments either by transferring funds electronically to the payee or by mailing the payee a check.

If your Bill Pay Account does not have sufficient available funds to make a payment as of the payment Initiation Date, the payment will be canceled and no further attempt will be made by NorthSide Community Bank to make the transfer or payment. NorthSide Community Bank will attempt to notify you by e-mail or U.S. Postal Mail, but NorthSide Community Bank shall have no obligation or liability if it does not complete a transfer or payment because there are insufficient available funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the payment or reschedule the payment via Bill Payment Service. In the case of Recurring Payments, only the payment currently scheduled will be canceled. Recurring Payments scheduled for future dates will not be affected.

You must schedule the Payment Initiation Date at least seven (7) business days before any 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). Otherwise, you will be fully responsible for all late fees, finance charges or other action taken by the payee.

If the session during which you schedule a payment or transfer ends by 6:00PM Central Standard Time, NorthSide Community Bank will be considered to have received it on that day. Otherwise, it will be considered received the following business day. For all entries made using the service, the time recorded by the online banking service controls.

The way to cancel or change a payment is to use the Bill Payment Service. Payments must be changed or canceled using the Bill Payment Service prior to 6:00PM CST on the business day the transaction is scheduled to be initiated. If you ask us to cancel a payment after it is issued and we agree to do so, we will charge you a stop payment fee to stop the bill payment. Stop Payment Orders, whether oral, written, or electronic, will be in effect for a period of six months. If request by NorthSide Community Bank, you will confirm any stop payment order in writing. After six months, any stop payment will terminate and must be renewed to continue in effect. NorthSide Community Bank may pay any item that is presented following the lapse of any stop payment order.

NorthSide Community Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. NorthSide Community Bank will not be liable in any way for delays in mail delivery, for changes to the payee's address or account number (unless you have advised us of the change sufficiently in advance), for the failure of any payee to correctly account for or credit the payment in a timely manner, or for any other circumstances beyond the control of NorthSide Community Bank.

Bill Payment Guarantee. We will reimburse you for any late payment fees or penalties you are charged up to a maximum of \$50 per scheduled payment, as a result of the failure of a business payee to receive a payment made through the Bill Payment Service by this bill's actual due date to the extent that the bank has not refused the transaction in the bank reasonably believed such refusal is necessary for security reasons, if you meet each of the following conditions:

- 1) You must properly schedule the payment to be initiated on a date at least five (5) business days prior to the bill's actual due date. This means that you must initiate a Single Payment before 6:00PM Central Standard Time on a business day at least five (5) days prior to the bill's actual due date. For Recurring Payments, this means that you must allow additional time for months in which weekends or holidays reduce the number of business days between the recurring Payment Initiation Date and the bill's actual due date.
- 2) You must provide us with the correct payee name, address, phone number and account information, and with the correct payment amount.
- 3) On the Payment Initiation Date your checking account must contain sufficient available funds, including overdraft lines of credit, to complete the payment.
- 4) The late payment fee or penalty, or the method of its calculation, must be published by the payee prior to the bill's actual due date.
- 5) The payee must be a business entity.

Statements. You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account. If your statement reflects a transfer you did not make, notify NorthSide Community Bank immediately by call us at (847) 244-5100, 8:00AM to 5:00PM (Central Time) or by writing NorthSide Community Bank, 5103 Washington St., Gurnee, IL 60031.

Failure to notify NorthSide Community Bank within sixty (60) days after the statement was mailed to you, may cause you to not recover any money lost after the sixty(60) days which would not have been lost if NorthSide Community Bank had been notified in time. If a good reason as reasonably determined by NorthSide Community Bank (such as a long trip or hospital stay) delayed you from contacting us, we may, at our discretion, extend these time periods.

Errors and Questions. In case of errors or questions regarding an Online Banking or Bill Payment transaction, call NorthSide Community Bank at (847) 244-5100, 8:00AM to 5:00PM (Central Time) or by write NorthSide Community Bank, 5103 Washington St., Gurnee, IL 60031.

We must hear from you at the specified telephone number or address no later than sixty (60) days after we sent you the first statement on which the problem or error appeared. We will need:

- Your name and account number
- Description of error or transfer in question and an explanation concerning why you believe it is an error or need more information
- The dollar amount of the suspected error
- The date on which it occurred.

If the report is made verbally, we may require that you send the complaint or question in writing within ten (10) business days from the initial contact. We will notify you with the results of the investigation within ten (10) business days and will correct any error promptly. If more time is needed, however, we may, at our sole discretion, take up to five (5) days to investigate a complaint or question. If this occurs, we will credit your account within ten (10) business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within ten (10) business days from your original contact, we may not credit your account until the investigation is completed.

If we determine that no error occurred, we will send you a written explanation within three (3) business days after the investigation is complete. You may request copies of the documents used in the investigation.

You agree that NorthSide Community Bank may respond to you by electronic mail with regard to any claims of unauthorized electronic fund transfer related to the service. Any such electronic mail sent to you by NorthSide Community Bank shall be considered received within three (3) days from the date sent by NorthSide Community Bank, regardless of whether or not you sign on to the service within that time frame.

Limit of Liability and Responsibility. NorthSide Community Bank agrees to make reasonable efforts to ensure full performance of Online Banking. We will be responsible for acting only on those instructions sent via Online Banking which are actually received, and cannot assume responsibility for malfunctions in communication facilities not under its control which may affect the accuracy or timeliness of messages you send.

NorthSide Community Bank is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information you received from us or other information providers is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. NorthSide Community Bank is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any investment or other decision made using this information. Neither NorthSide Community Bank nor other information providers is responsible for any computer virus or related problems which may be attributable to services provided by any Access Service Provider.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing Online Banking. NorthSide Community Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software. The limit of NorthSide Community Bank's liability shall be as expressly set forth herein. Under no circumstances will NorthSide Community Bank be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the services, you agree to waive any and all rights to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

NorthSide Community Bank's Responsibility

NorthSide Community Bank will be responsible for your actual losses if they were directly caused by our failure to:

- Complete Electronic Fund Transfers as properly requested
- Cancel Electronic Fund Transfers as properly requested

However, we will not be responsible for your losses if:

- Through no fault of ours, you do not have enough money in your account to make the transfer.
- Through no fault of ours, the transaction would have caused you to exceed your available credit.
- Circumstances beyond our control (e.g., fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken.
- There is a hold on your account, or if access to your account is blocked in accordance with banking policy.
- Your funds are subject to legal process or other encumbrance restricting the transfer.
- Your transfer authorization terminates by operation of law
- You believe someone has access your accounts without your authorization and you fail to notify us immediately.
- You have not properly followed the scheduling instructions on how to make a transfer included in this Agreement
- We have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- We have 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.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

Electronic Mail. If you send NorthSide Community Bank an electronic mail message, we will be deemed to have received it on the following business day. We will have a reasonable time to act on your e-mail. You should not rely on electronic mail if you need to communicate with us immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur).

You agree that NorthSide Community Bank may respond to you by electronic mail with regard to any matter related to the service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by us shall be considered received within three (3) days of the date sent by us, regardless of whether or not you sign on to the service within that time frame.

Other Agreements. In addition to this Agreement, you and NorthSide Community 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 Bill Payment Service is your acknowledgement that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at NorthSide Community Bank, including the charges that may be imposed for electronic funds transfer or the right to make transfers listed in the Fee Schedules accompanying those disclosures and the Fee Schedules at the end of this Agreement.

Modifications to this Agreement. NorthSide Community Bank may modify the terms and conditions applicable to either service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to have received it three (3) days after it is sent. 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.

Disclosure of Information to Third Parties

We will disclose information to third parties about your account or the transfers you make only under the following circumstances:

- Where it is necessary for completing transfers
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- To comply with government or court orders, or other reporting requirements
- If you give us written authorization to do so
- To affiliated companies

Information concerning your account history with NorthSide Community Bank will be shared within our organization. Other information, including information you have given us as part of an application for one of our products or services, or information we have received from a credit bureau or other third party, also may be shared among affiliated companies within the organization.

Inactivity or Termination

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We can terminate your Online Banking privileges (including Bill Payment Service) under this Agreement without notice to you for any reason; if you do not comply with the Agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

To cancel the Online Banking and/or Bill Payment Service, you must notify us and provide your name, address and specify which service you are terminating. You must also include the effective date to stop the service. When Bill Payment is terminated, any pre-scheduled payments made via Online Banking will also be terminated. You may notify us via mail or telephone call.

Governing Law

This Agreement is governed by the laws of the State of Illinois and applicable Federal Laws.