Online Banking Agreement and Disclosure

Please read this Agreement carefully before following the link at the bottom of this Agreement.

Introduction
This Online Banking Agreement (IBA) governs your use of the Online Banking Service that permits our customers to access a number of financial services through the use of the Internet. Also included in this document are the regulatory disclosures applicable to these services. Throughout this web site the IBA and Disclosure will be referred to as "Agreement". **You must read this Agreement before enrolling in our Online Banking Service and initiating any electronic funds transfers via the Internet.** By using Online Banking, you agree to all of the terms of this Agreement. Please read it carefully before following the link at the bottom of this Agreement or accessing any of the Services. We recommend that you print a copy of this document for your records; however, if you cannot, contact your Client Advisor at (815) 756-6321 or (800) 845-4122, and we will mail you a copy.

Accounts and services provided by this financial institution may also be governed by separate agreements with you. This Agreement supplements any other agreements or disclosures related to your account(s), including the Deposit Account Agreement, provided to you separately.

Definitions
*You or Your* - The person(s) subscribing to or using Online Banking.

*We, Us, or Our* - Refers to Resource Bank, N.A. and any agent, independent contractor, designee, or assignee Resource Bank, N.A. may involve in the provision of Online Banking.

*Business Day* - Any calendar day other than Saturday, Sunday, or any holidays recognized by Resource Bank, N.A. Bill payments are processed on all business days that both the Federal Reserve Bank and the US Postal Service are operating and open for business.

*Business Day Cut-Off* - Resource Bank, N.A.’s main office is located in DeKalb, IL and we base our business day on the Central Standard Time zone. For posting purposes, we will process all transactions received by 5:00 pm CST on that business day. Transactions completed after 5:00 pm Central Time, will be processed on the following business day.

*Electronic funds transfers* - include deposits to, withdrawals from, or transfers between your accounts, which are not originated by check, draft, or similar paper instrument. Electronic transfers include those made through a computer. If we authorize your account(s) for electronic transfers through the Online Banking Service, you have certain rights and responsibilities under the Electronic Funds Transfer Act (EFT) which are further detailed in this agreement.

*Privacy Statement* - This financial institution understands how important privacy is to our customers. We have taken steps to protect the security and privacy of your personal information and as well as your financial transactions with us. You should read our privacy statement before completing enrollment for Online Banking. [Click here](#) to view our customer privacy statement.

About Online Banking
Our Online Banking service consists of an online banking web site that provides a complete array of financial services to our customers. Our Online Banking service allows you to access your account information 24 hours a day, 7 days a week. We also provide up to 24 months of full statements and complete transaction detail. Account information is updated immediately. The updated information is available via Online Banking in real time. This information will be the same, as you would receive from TeleBanking, or from a teller at one of our branches.
The services currently available to our customers via the Internet consist of:

- **Real Time transaction information**
- **Review of check images that have cleared your account**
- **Stop Payments**
  - Account Inquiries, balances, rates, etc.
  - Copies of monthly account statements
  - Up to 24 months of historical transactions
  - Detailed view of transactions
  - Payments to your loan accounts
  - Transfer between your accounts at Resource Bank, N.A.
  - Secure file transfer
  - Transaction Downloads into **Quicken®, Quick Books, Microsoft Money.**
  - Ability to update your balance and history anytime

For customers who select the Bill Payment option, these additional functions are available:

- Single payment
- Recurring payment

Special commercial Cash Management services may also be offered to accounts including:

- ACH Credit origination
- ACH Debit origination
- Direct Deposit originations
- EFTPS tax payments (Electronic Federal Tax Payment Services)

**Internet Security Information**
The Resource Bank Online Banking Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. In addition to log-on security, Resource Bank uses the SSL (secure socket layer) encryption technology for everything you do in the Online Banking Service. Your browser automatically activates this technology when it attempts to connect to our system and it will support 128 bit key lengths. Whenever SSL is securing your communications, the browser will typically indicate the "secure session" by changing the appearance of a small icon of a padlock at the bottom of the screen from *open* to *locked*. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet. In addition, our servers have been certified by a "Certificate Authority" that will assure you that you are actually talking to our servers instead of someone pretending to be us. If you are using an older browser the "Certificate Authorities" key may be expired and you may need to update your browser.

During your use of the Online Banking Service, Resource Bank will pass a "cookie" to your browser for purposes of identifying you during the session. This cookie only identifies your computer. Resource Bank does not (and cannot) use cookies to collect or obtain new personal information about you. This cookie allows Resource Bank to process multiple transactions during your session without requiring you to reenter your Password for each individual transaction. The cookies for online banking simply provide another level of security for our Internet banking product. The Resource Bank online banking system uses encrypted cookies that do not pass to your hard drive. Instead, the cookie is stored in the memory of your browser, identifying your computer while you are logged on. Only Resource Bank can read the information in these cookies. When you log off, close your browser, or turn off your machine, the cookie is destroyed. A new cookie is used for each session. That way, no one can use the prior cookie to access your account.
One of the main security features guarding the use of the Online Banking Service is the unique combination of your Access ID and Password. It is important that you keep your Password secret. We will not be liable for any losses resulting from you permitting other persons to use your Access ID and Password to access the system.

In addition to the security measures described above, there may be other security notices posted on the website regarding security issues. It is your responsibility to read all applicable notices. If you have more questions about our security systems for conducting financial transactions safely over the Internet, contact Resource Bank, N.A. at (815) 756-6321 or (800) 845-4122 and ask to speak with your Client Advisor.

Registration Process
Any client with a checking account at Resource Bank, can enter their TeleBank Access ID and Password on the “New User” log in page to register for this service. If you do not know your Access ID and Password, you may use the “Contact Us” link on the Online Banking site, to request assistance. The Client may also call our Online Banking Help Desk at 815-756-6321 or 800-845-4122.

Log-On Security
Security is very important to the Online Banking Service. At the time you log in with your TeleBank Access ID and Password, you will be prompted to select a unique "Access ID" and then choose a "Password" that will be used to gain access to the system. Our Online Banking Service requires an 8 – 20 digit, Alpha /Numeric Password.

Because your Password is used to access your accounts, you should treat it as you would any other sensitive personal data. You should carefully select a Password that is hard to guess. Keep your Password safe. Memorize your Password and never tell it to anyone. You should change your Password occasionally, such as every 90 days. This can be done at any time after you’ve logged on from the "services" menu.

To help prevent unauthorized access and ensure the security of your accounts, we will end your online session if we have detected no activity for 20 minutes. This is to protect you in case you accidentally leave your computer unattended after you logged on. When you return to your computer, you will be prompted to re-enter your Password to continue your session.

Accounts
You may request Internet access to any account that is on your portfolio. If you desire services that allow you to initiate payments or transfers from the account, you will need the required withdrawal authority over the account to be able to complete the transaction. By using the Online Banking Service, you agree to maintain one or more accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the system. If the accounts added to the service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your Access ID and Password are authorized unless we have been notified to cancel the service.

Fees for the Online Banking Service
Online Banking is available to our consumer and commercial customers at no monthly charge for all the account information services and transfers. Cash Management is an optional service available to our commercial customers. You must specifically request to have any of these services added. Fees for Bill Payment service are listed below in the Bill Payment Service section and in the Bill Pay User’s Guide. For information on fees for Cash Management, please contact your Client Advisor at (815) 756-6321 or (800) 845-4122.

Cancellation of Online Banking
Your Online Banking Service may be canceled at any time by Resource Bank, N.A. in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. You will remain responsible for all transactions approved by the system prior to the
cancellation, and for any other fees associated with the service. After cancellation, service may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate services, you must call your Client Advisor at (815) 756-6321 or (800) 845-4122.

**Balance Inquiries, Bill Payments, and Transfer Limitations**

You may use the Online Banking Service to check the balance of your account(s) and to transfer funds among your accounts Resource Bank, N.A. According to current federal regulations, you may not make more than six (6) pre-authorized or automatic transfers or bill payments from your Money Market Deposit Account or Savings Account during a given monthly statement period. Transfers authorized by telephone or personal computers are counted toward the six total permitted monthly transfers or withdrawals. Regulations currently place no limits on the number of transfers or bill payments from your Checking Accounts; therefore Resource Bank, N.A. currently limits the Bill Pay service to Checking Accounts only.

Balances shown in your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. The transfer request must be made before the cut-off time to be available for bill pay on the same business day. If you have further questions, contact us at (815) 756-6321 or (800) 845-4122.

**Special Information about the Stop Payment, Check Reorders, and Address Change**

The system includes several options under the "Contact Us" menu that provide a means to forward your request to us for processing. There may be additional fees associated with some of these services. Please refer to our fee schedule for additional information or contact us.

Generally, requests received from the Online Banking Service and/or e-mails will be processed within one business day using the same procedures that we use to handle similar requests received by mail or fax. Additional terms of acceptance or disclosures may apply on the Stop Payment service and these terms will be disclosed at the time you complete the request. The Stop Payment feature is designed to submit a request to stop payment on checks you have written or pre-authorized electronic drafts that are deducted from your account. The stop payment service is not available to cancel transfers. Additional fees may apply for all stop payment requests.

**Canceling or Changing Payments/Transfers**

To stop a recurring transfer, you must log in and make the appropriate edits to the pending transfer. Edits must be made before the bank cut-off time of 5 p.m. CST to be processed that business day.

You cannot cancel or edit a transfer once it has been approved, unless it has been prescheduled - in which case you have until our cut-off time 5:00 pm CST to cancel or edit the transfer instruction. If you accidentally transferred funds, simply schedule another transfer to move funds back to the original account.

To stop a recurring or pending bill payment, you must log in and make the appropriate edits to pending payments. You must make edits before our cut-off time of 3:00 pm Central Standard Time for any scheduled payments to be processed that business day. Up to that time, you may go into any pending payment and revise the amount or payment information. You can cancel the payment by changing the dollar amount to zero. Once processed, you cannot edit bill payments that are issued to payees electronically. If you need to issue a stop payment on bill payments issued by paper check contact us as soon as possible.

If you contact us verbally or through the Contact Us link, and direct us to stop a bill payment or transfer three (3) business days or more before the transaction is scheduled to be deducted from your account, and we do not do so, we will be liable for your losses or damages. We may provide you directions so that you can make the appropriate payment or transfer edits. If you contact us verbally, we may request that you put your request in writing.
Bill Payment Service

**Enrolling In The Service**
You can enroll in our bill payment services in our Online Banking enrollment form by placing a check mark in the “Bill Pay” column next to the checking account(s) you want to use with the Service. You may also contact us at the Online Banking Help Desk, (815) 756-6321 or (800) 845-4122.

Bill Pay is not available on money market or savings accounts.

For commercial accounts, please contact your Commercial Client Advisor for information on additional services and fees.

**Bill Pay User’s Guide**
It is easy to pay bills online. Simply set up your Payees by choosing from the database of vendors (Payees) that already exist, or by entering necessary information to schedule a payment. We will process all payments to payees that have a US Postal Service address. Due to liability issues, we will not accept payments to federal, state or local tax agencies. Otherwise, there are no restrictions on whom you pay or how many payees you may establish. We maintain a large vendor database of regional or national vendors (Payees) to make this process quicker and easier.

The Bill Pay service will also allow you to see a history of all the payments made from your accounts.

Your available balance in your checking account will govern the daily dollar limit for all of your bill payments. You can withdraw up to the system’s available balance as long as your account shows sufficient funds to cover your payments. The payment will normally be charged to your account on the scheduled payment date or the following business day if the scheduled payment falls on a non-business day. If for any reason a scheduled payment processed through Online Banking is declined, it will automatically be rescheduled for the following business day. Online Banking will notify you of this action by sending you a "message" that will appear the next time you logon to the system. The system will continue to attempt to pay the bill on the following business days until there are sufficient funds or you cancel or reschedule it.

If your account does not have sufficient funds to issue the scheduled payment, you may be charged an insufficient funds charge.

Although payments may be scheduled for the current business day or any date in the future at any time, they will only be processed once a day before our cut-off time 3:00 pm CST on any business day. If you attempt to schedule a payment for that day after 3:00 pm CST, the system will notify you that you need to change the date to the next business day. Anything scheduled on a non-business day, or after the cut-off time, will not be sent out until the following business day. Since we must forward the funds and billing information to the payee, some lead-time for payments is necessary. In general, the system will attempt to tell you when you can expect the payment to be received by the payee. The estimated payment delivery timeframe is typically shown on the check where you schedule the payment date below the amount line. Our system assumes the payee/vendor will promptly process the payment on the business day it is received. Any delays caused by the payee/vendor would result in additional days before the payment would show on their records. By using this service, you authorize us, and any third-party payment-processing agent we may use, to choose whatever method we feel is the most effective method to process your transaction.

The time frames generally will be determined by the way the payment is sent to the payee. If the bill payment-processing agent or we have to send a paper check in the US Postal Service, we typically suggest sufficient time as **five (5) business** days prior to the payee receiving the payment for processing at their address. If the payee accepts the payment electronically, we generally define sufficient time as **two (2) business** days prior to the
payee receiving the payment. In all cases, the payment should be delivered to the payee/vendor by the tenth business day after the payment was approved and charged to your account.

Our Liability for Failure to Make Payments/Transfers
It is our responsibility to process all bill payments and account transfers properly initiated through the Online Banking Service in accordance with this Agreement. We will be liable for damages, as specified below in the Payment Guarantee section of this Agreement, where the system caused a payment delay or failed to process a payment to be received by the payee/vendor by the tenth business day following the date your account was charged for the payment.

Transfers will be processed within one business day of the completed transfer transaction if the transfer request is made by 5:00 pm CST. We will not be liable if any of the following occurs.

1. If through no fault of ours, you do not have enough money in your account to make the bill payment or transfer, or if the account has been closed. Your account must have sufficient collected funds to make the requested transfer. Certain deposits and balance transfers from other accounts may not be immediately available for bill payment. The amount of available funds will be calculated in accordance with our Funds Availability Policy, provided to you separately when your account was opened.

2. If the payment or transfer would go over the credit limit on your overdraft line of credit, or if the overdraft line of credit has been closed.

3. If your computer, software, telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer or bill payment.

4. If you had knowledge of or questions about the possible malfunction of our system when you initiated the transaction.

5. If circumstances beyond our control such as natural disasters (fire, flood, tornado, etc) or other uncontrollable circumstances (mail delays, telecommunication outages, power failures, etc) prevent proper completion and delivery of transactions despite reasonable precautions that we have taken.

6. If you provide incomplete or inaccurate information to us regarding the account or transaction.

7. It can be shown that the merchant or payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of our service providers or ours.

8. If your account has been tied up by legal proceedings (court order, garnishment) or other actions that prevent us from making a payment or transfer.

9. We have reasonable basis for believing that unauthorized use of your Access ID or Password or designated account has occurred or may be occurring.

10. If you default under the terms of this Agreement, or any other legal agreement with us.

11. If either Party terminates this Agreement.

Payment Guarantee
We will reimburse you up to $50.00 per payment for any late payment fees or penalties you are charged as a result of the Payee/Vendor not receiving a payment by the Due Date if all the following apply:

1. If you scheduled the payment to be sent on a scheduled payment date at least 5-business days prior to the due date.

2. If correct information was provided to us about the payee (name, address, account number and amount).

3. If your account had sufficient funds to complete the payment or transfer on the scheduled payment date.

4. If the payee was a business payee.

5. If the payee assessed late payment fees or penalties due to the delay of this payment.

6. If you did not receive notice from us, our service provider, or the payee at least 10 days prior to your scheduled payment that would have alerted you to a problem processing payments from our System.
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, special, or consequential damages. There may be other exceptions stated in our deposit account agreements with you.

Documentation and Verification of Payments and Transfers
Information regarding Online Banking transactions will be reflected on the account detail in our online banking system and in your regular monthly account statement(s).

Notice of your Rights and Liabilities Under the EFT Act
The EFT Act provides you with certain rights and responsibilities with respect to electronic fund transfers via our Online Banking Service. Your rights and responsibilities in the event of an unauthorized bill payment or unauthorized account transfer are disclosed below. Please read the following EFT disclosures carefully. You should print this document for future reference. Instructions for printing are provided below and in our User’s Service menu. You may obtain a hard copy of this document from us at any time by calling or sending us an e-mail or upon request in person.

Your Responsibilities and Liability for Unauthorized Use
If you believe your Access ID or Password has been compromised, lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us immediately at (815) 756-6321 or (800) 845-4122 or notify us by secure e-mail or via regular email to ClientServices@ResourceBank.com.

Telephoning is the best way of keeping your possible losses to a minimum. If you suggest that an unauthorized transfer or payment may have occurred, we may require you to sign an affidavit.

You could lose all the money in your account (plus your maximum overdraft line of credit) if you fail to notify us in a timely fashion. If you tell us within two (2) business days after you learn that your Access ID and Password have been compromised, lost or stolen, you can lose no more than $50.00 if someone used your Password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Password and we can prove we could have stopped someone from using your Access ID and Password without your permission if you had told us, you could lose up to $500.00.

Also, if your statement shows electronic transfers that you did not make or authorize, 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 substantial reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods to a reasonable time.

Errors and Questions
In cases of errors or questions concerning transactions completed within the Online Banking Service, do one of the following, as soon as possible:

Telephone your Client Advisor at (815) 756-6321 or (800) 845-4122 OR

Write to:
Resource Bank, NA
Online Banking Services
555 Bethany Road
DeKalb, IL  60115
We must hear from you within 60 days after we transmit the first statement or notification in which the error or problem appeared. Please include the following information:

1. Name
2. Account Number and your Access ID
3. Description of the error or what you are unsure about, plus an explanation of why you believe it is an error or why you need more information.
4. Tell us the dollar amount of the error.
5. For a Bill Pay error tell us:
   - Checking account number used to pay the bill
   - Payee name
   - Date the payment sent
   - Confirmation number
   - Payment amount
   - Payee account number for the payment in question.

For verbal notification, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. We may extend the time frame for investigation to twenty (20) business days on a new account, if the suspected error occurred outside the United States or if it occurred at a merchant location for the purchase of goods and services. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. We may extend the investigation up to days ninety (90) days on a new account, if the suspected error occurred outside the United States, or if it occurred at a merchant location for the purchase of goods or services. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of your money during the time it takes us to complete our investigation. We will provide provisional credit within twenty (20) business days if a new account, if the suspected error occurred outside the United States, or if it occurred at a merchant location for the purchase of goods or services. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account. We will tell you the results within three (3) business days after completing our investigation. If we determine 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.

Other Problems
If you believe an error, other than an electronic funds transfer problem has occurred, you can call us at (815) 756-6321 or (800) 845-4122 or send secure e-mail via the service for information about how to handle the problem.

Disclosure of Account Information to Third Parties
Information about your account(s) or the transaction(s) you make will be disclosed to third parties only if at least one of the following applies:

1. It is necessary to complete a transaction.
2. It is necessary to verify the existence and condition of your account to a third party such as a credit bureau or merchant.
3. To comply with a governmental agency or court order.
4. If permission is given to us by you, which we may require to be in writing.
5. It is necessary to assist us in collection of information for internal use,
6. It is necessary for statistical information or security purposes of our service providers, our servicing agents, and/or contractors providing our Online Banking and electronic funds transfer service.
7. It involves a claim by or against us concerning a deposit to or withdrawal from your account.

Please refer to our Privacy Policy for additional details on disclosure of account information.

**Equipment**

Internet banking and electronic delivery of statements requires that your Internet browser be SSL (Secure Socket Layer) compliant. Most popular browsers support this security feature. We require this to maintain our high security level. WebTV browsers do not have adequate SSL support, and cannot be used to access the Online Banking Service reliably. Our Online Banking Service currently works with

- IE 5.5 or higher (prefer 6.0)
- IE for MAC 5.2
- SAFARI
- Fire Fox
- Opera
- Netscape 6.1 and higher

You are solely responsible for the maintenance, installations, and operation of your computer. This financial institution shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software, nor will we be responsible for any computer virus that affects your computer or software while using our Online Banking Product. We encourage our customers to routinely scan their PC and diskettes using a reliable virus detection product. Undetected or un-repaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

By accessing our Online Banking Service, you agree that we shall not be liable for any indirect, incidental, or consequential costs, expenses, or damages (including lost savings or profit, lost data, business interruption, or attorney’s fees.)

**Wide Text Statements and other Special Printing Instructions**

Your screen resolution should be set to 800 x 600 or greater. For certain accounts, our statement format may be wider than your browser’s default printer setting supports and may not automatically print correctly or may cut off the right-hand side of the page. Our Help section will explain how to change the browser’s printer settings to show the entire statement. Additionally, many of our pages actually contain several areas of information. To print the section that you want, you may want to always click once in the area with the left mouse button to let the browser know which "frame" section you want to print.

**Termination/Inactivity**

You may terminate the use of our Online Banking Service by contacting us via US Postal Service, e-mail, or personal delivery to Resource Bank, N.A. If your account(s) is closed or restricted for any reason, or if there has been no Online Banking or Bill Payment Activity for a period of three (3) consecutive months, Online Banking accessibility may be automatically terminated. Online Banking access can be reactivated at no charge by contacting Resource Bank, N.A. We may at any time cancel all or part of the Services we generally offer.

If you terminate the Bill Pay service, you authorize us to continue making payments and other previously authorized transactions until we have a reasonable opportunity to act upon your termination notice; you also agree to pay all applicable fees and charges. Once we have acted on your notice, we have no further responsibility to make any payments or previously authorized transactions.
**Governing Law**
This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

**Assignment**
This agreement may not be assigned to any other party by you. We may assign or delegate this agreement in part or whole, to any third party.

**Amendments**
Terms and conditions of this Agreement may be amended in whole or part at any time within thirty (30) days written notification prior to the change taking effect. We may notify you of such changes by US Postal Service, or if you agree, we may send you an e-mail notice, which details the changes. E-mail notifications may also direct you to a section of our website which will include the changes. Amendments or changes to term(s) or condition(s) may be made without prior notice if it does NOT result in higher fees, more restrictive service use, disclosure of additional account information to third parties, or increased liability to you. Also, if a change in term(s) or condition(s) is necessary to maintain or restore the security of our system or your account(s), no advance notice is required and we will then notify you within 30 days following such action. If you do not agree with the change(s), you must notify us in writing or via e-mail prior to the effective date to cancel your access to the Service. Your continued use of the affected change in Service is your agreement to the amendment(s).

**Entire Agreement**
This Agreement supplements any other agreements or disclosures related to your account(s), including the Deposit Account Agreement and Disclosures provided to you separately.