

Online Banking Agreement Disclosure for Consumer and Business Customers

GENERAL. This Online Banking Agreement "Agreement" is provided to customers according to the provisions of the Federal Electronic Funds Transfer Act. As used in this Disclosure, the words "I", "my", "you" and "yours" refer to the Customer, Online Banking "Service" and the terms "we", "us", "our" and "Bank" refer to Bank & Trust Company. Please review this Disclosure in its entirety. You may want to print or save this document for future reference. Your use of the Service will be further evidence of your agreement to these terms.

ONLINE BANKING SERVICES. The Service allows you to:

- Obtain account balance and transaction information for your Activated Accounts (as "Activated Account" is defined below)
- Transfer funds internally between Activated Accounts and set up recurring transfers from one Activated Account to another (recurring transfers must be for the same amount)
- Make payments on certain Bank lines of credit, mortgages, or loans
- View account statements and images of paid checks and deposit slips
- Receive Customer Notices electronically
- Reorder checks from Bank & Trust Company or Deluxe Check Printers
- Request a stop payment
- Receive account and transaction alerts
- Download account history to hard drive or to software such as Quicken or Quickbooks

For Personal Accounts Only:

- Transfer funds between an Activated Account and an account at another financial institution in Online Banking
- Person to Person payments (P2P)

For Business Accounts Only:

- ACH Origination
- Request Wires
- EFTPS

ACTIVATED ACCOUNTS. You can have the following types of Bank & Trust Company accounts connected to the Service: checking accounts, savings accounts, money market deposit accounts, certificates of deposit, personal and small business loans and lines of credit, Cash Reserve line of credit, mortgage loans, installments loans and some IRAs. We may allow other types of accounts to be connected to the Service from time to time. Linked accounts are referred to as "Activated Accounts." We reserve the right to determine which accounts can be connected to the Service.

ELECTRONIC AGREEMENT. You are agreeing to enter into this Agreement electronically. By your electronic agreement, you consent to all terms and conditions governing use of the Service as set forth in this Agreement. We will make a printed copy of the Agreement available at your request.

CONSENT TO RECEIVE ELECTRONIC STATEMENTS AND NOTICES. By using the Service, you consent to and agree that: A notice is a record or other type of information that is provided to you in connection with your accounts or the Service, such as account disclosures, change-in-terms notices, privacy disclosures for consumers (only), fee schedules, transaction notices and alerts, account status notices and periodic statements, may be sent to you electronically. A notice may be provided as a separate electronic document or may be included in an electronic account statement. An electronic notice sent to any account owner shall be deemed sent to, and received by, all account owners on the day we send it. We reserve the right to send a notice in paper format by postal mail.

You will promptly report to us any change to your contact information, including email address, name, physical address, mailing address (if different), and telephone numbers. We will not be obligated to provide any notice to you in paper form unless you specifically request us to do so. Your consent to receive notices electronically remains in effect until you withdraw your consent, close your account, or discontinue or terminate the Service with us. You may change your contact information or withdraw this consent to receive electronic delivery of notices by contacting us at 217-324-3935 or 800-930-3935 or by visiting your local branch.

Online account statements, including images of the front of paid checks and deposit slips, will be available for 12 months after date of delivery. You may print the documents or save them to your computer. If you encounter difficulty saving or printing the online statements or images, contact us at 217-324-3935 or 800-930-3935.

We will make statements for your Activated Accounts available to you as required by law or upon request. We may stop making statements available at any time without notice in such circumstances as when your account becomes inactive, in default, in overdraft, or in similar circumstances. See the Electronic Delivery Agreement for more information.

EMAIL ADDRESS. A current, valid email address is critical to our successful delivery of the Service to you. You agree to maintain an active email account at all times and record such email address within your profile in the Service. You further agree to promptly notify us of a change of email address by changing the address within the Service.

If for any reason the email address you provide us changes or becomes inoperable for more than a short period of time, you agree to contact us immediately so that we can arrange to provide you with notices through other means.

If we contact you at the email address of record within the Service and learn that the email is undeliverable to that address, we may, at our discretion: 1) require you to provide a valid email address at next log in attempt; 2) require you to accept this Agreement again at next log in attempt; 3) attempt to contact you through another means to obtain a valid email address; 4) disable the Service; and/or 5) discontinue electronic Notices and instead provide them by paper. If you have chosen to receive account statements in online form and you do not provide us with a new email address, you agree that we may continue to comply with the terms of this Agreement and the statement delivery preference you have indicated within the Service until such time as you instruct us otherwise.

EQUIPMENT AND TECHNICAL REQUIREMENTS. I understand that to use this service, I must have internet access through an internet provider and internet browser software. I understand that the Bank does not make any warranties on equipment, hardware, software or internet provider service, or any part of the, expressed or implied, including, without limitation and warranties of merchantability or fitness for a particular purpose. The Bank is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the internet provider, any related software, or the Bank's account access or the use of any of them or arising in any way out of the installation, use or maintenance of your personal computer hardware, software or other equipment.

BUSINESS DAYS & TRANSFER CUT-OFF. In this Agreement, the term "Business Day" means Monday through Friday, excluding federal holidays. This service is available 365 days a year unless system maintenance or upgrades are necessary.

Our daily cut-off for internet transfers between Activated accounts within Bank is 5 p.m. CST. All transactions received after 5 p.m. will be posted on the following business day. You will receive a monthly account statement showing your Electronic Funds Transfers. Your savings statement will be sent on a quarterly basis if there has been no Electronic Funds Transfer activity in your account for the quarter or monthly if it is combined to a checking account.

AUTHORIZED USER ACCESS.

The following parts of this section apply to Personal Accounts Only:

Any personal account owner of an Activated Account may act alone in using the Online Banking to perform account transactions, bill payment or any other feature included in the Service. A personal account owner is a Single, Primary, Secondary, Representative, Guardian or Power of Attorney. Such access is granted completely at the Bank's discretion.

The following parts of this section apply to Business Accounts Only:

For all businesses, any individual identified in the Bank's account records as an Owner or Officer with signing authorities can enroll in the Service. Officers or Owners may designate one or more individuals to have access as a Sub User for the Service. In addition to Internet Banking, we offer Cash Management. See the Cash Management disclosure for more details.

USER AUTHENTICATION AND SECURITY PROCEDURES. We reserve the right to deny access to the Service or reject a transaction on an Activated Account without notice to you if we believe that there is risk of unauthorized, illegal, or fraudulent activity. You agree that we may, in our sole discretion, require verification of user identity, in a manner satisfactory to us, at any time before allowing access or log in to the Service or before authorizing an online transaction from an Activated Account. Such verification may be in any form we determine appropriate and may include, without limitation: 1) verification of User ID; 2) verification of personal information contained in Bank records; 3) correct response to previously submitted personal questions, sometimes referred to as “security” or “challenge” questions; 4) correct response to questions devised from public records and consumer reporting agencies on subjects only the user likely would have personal knowledge, sometimes called “out of wallet” or “knowledge based authentication” questions; 5) verification of online activity by simultaneous contact through a non-online channel, sometimes called “verify by phone” or “out of band” authentication; or 6) any verification procedure that we may determine appropriate.

In the event you do not successfully provide the information requested, we may, at our sole discretion: 1) refuse a transaction; 2) require you to contact us by phone or in person at a branch for further validation of identity; 3) cancel the Service; and/or 4) take any security precautions we deem appropriate to prevent unauthorized use of the Service or Activated Account.

USER RESPONSIBILITY FOR ONLINE SECURITY. To sign on to the Service, you are required to set up a user name, select 3 security questions and answers, a picture & phrase and a password. To help safeguard your security, you should change your password frequently. Your password can be changed within the Service. Do not write your password anywhere or store it on your computer. If you forget your password, use the Forgot Password process in the Service or call us at 1-800-930-3935 to regain access. You should never include your password in any oral, written, faxed, or email communication with us or anyone. No Bank & Trust Company employee will ever ask you for your password.

You acknowledge that maintaining confidentiality of the Activated Account is your responsibility. You agree to maintain your account information and online User ID and password in strict confidence in order to prevent unauthorized access to your accounts and the Service. You further agree to immediately notify us of any unauthorized use, or potential unauthorized use, of the Service or Activated Account, or of any suspicious or unexplained activity in the Activated Account. You acknowledge that anyone with whom you share or who otherwise uses your User ID and password will have access to your Activated Accounts for all purposes, including making withdrawals and placing trades, regardless of ownership of such accounts. You further acknowledge that you will be responsible for any access to and from an Activated Account for any purpose.

BALANCE AND TRANSACTION INFORMATION. You can use the Service to obtain balance and transaction information about your Activated Accounts. In addition, information about deposits which have not yet posted is available. Balance and transaction information provided to you as part of the Service is not the official record of your account or its activity. Your account statement, furnished to you by us in electronic or paper format, is the official record. Balance and transaction information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or not taking, any action.

INTERNAL ACCOUNT TRANSFERS.

Transfers funds internally between activated accounts that you own. Activated accounts that allow such transfer are checking, savings and some loan accounts at the bank.

EXTERNAL ACCOUNT TRANSFERS.

Personal – The service allows Personal OLB customers to initiate an ACH transfer from your activated personal account to another account you have at any other Domestic Financial Institution. You may also transfer from you other Domestic Financial Institution to your activated account at Bank & Trust Company. This service also allows you to transfer money to any domestic customer who has given you their domestic bank information.

The system will create 2 credits and 1 debit to the other Domestic Financial Institution's account which you will need to verify in you online banking. Your activated account will be debited immediately for the transfer out of Bank & Trust Company. You must have sufficient available funds in the activated account at the time you initiate a transfer. If there is insufficient available funds in the activated account at the time you initiate the transfer, the transfer may not be processed. We can access your overdraft protection, your cash reserve or you other deposit account to make up for any shortage in the available funds.

We reserve the right to limit the frequency and dollar amount of the transfers initiated. Such frequency and dollar limits may change from time to time without prior notice to you. If an external account transfer you request would exceed any limits in effect at the time you initiate the transfer, the transfer may not be processed.

Once an external account transfer is initiated it cannot be modified. You agree not to use the external account transfer system or the Person to Person payments for illegal or unlawful purposes, including internet gambling. You must not send money.

ONLINE BILL PAYMENT. Our Online Bill Payment Service allows both Business and Consumer customers to:

- Pay bills to merchants, institutions, or individuals with a U.S. address, including same-day payments for certain payees
- Receive ebills for many of your payees.
- Consumer's only – Person to Person payments (P2P) to any individual with an email address and a keyword you set up for them.

See the Bank's Bill Payment Agreement for more details.

TRANSACTION ALERTS AND NOTIFICATIONS. This Service allows you to elect to receive email transaction alerts and notifications from ebanking@banktr.com that show the sender as mybanking@csiweb.com. For example, the alerts may contain information about if a check as cleared, low balance or pending ACH transactions.

- By subscribing to the alerts features, you acknowledge and agree that: alerts are provided solely as a convenience; alerts are not a substitute for the periodic statements or any others notices we may send you; such periodic statements and other notices remain the official records to your accounts; and your ongoing obligation to promptly review periodic statements, notices and all other correspondence from us regarding your accounts and other services you obtain from us remains in full force and effect.
- You also acknowledge and agree that: alerts may not be encrypted and may include personal or confidential information about you and your transactions, such as your name and account activity or status; your alerts may be delayed, misdirected, not delivered, or corrupted due to circumstances or conditions affecting your service providers or other parties; and we will not be liable for losses or damages arising from any nondelivery, delayed delivery, misdirected delivery, or corruption of an alert, inaccurate, untimely or incomplete content in an alert; your reliance on or use of the information provided in an alert for any purpose, or any other circumstances beyond our control.

SERVICE AVAILABILITY. The bank may change, suspend or eliminate all or any aspect of this service upon notice to you at any time.

SERVICE UNAVAILABILITY. Access to the Service may be unavailable with or without notice at certain times for the following reasons:

- Scheduled Maintenance or Unscheduled Maintenance is necessary.
- System Outages – Major unforeseen events, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages may interrupt Service availability.

Although we undertake reasonable efforts to ensure the availability of the Service, we will not be liable in any way for its unavailability or for any damages that may result from such unavailability.

OUR LIABILITY FOR FAILURE TO COMPLETE A TRANSACTION. If we do not complete a transfer to or from your account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. There are some exceptions, however. We will not be liable, for instance, if:

- You fail to provide us with timely, complete and accurate information for any transaction;
- Through no fault of ours, you do not have enough available funds or credit availability in your account to make the payment or transfer;
- The payment or transfer would exceed the credit limit under any credit arrangement established to cover negative balances;
- Your computer, Internet connection, and/or software malfunctioned for any reason, or the transaction could not be completed due to Service unavailability;
- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevent or delay the transfer despite reasonable precautions taken by us;
- The system or terminal was not working properly and you knew, or should have known, about the problem when you started the transaction;
- The funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal;
- The payment account is closed or frozen;
- The information supplied by you or a third party is incorrect, incomplete, ambiguous, or untimely;
- You did not properly follow Service instructions on how to make the transfer or payment (this includes incorrect date, amount, and/or address information);
- You did not authorize a payment early enough for the payment to be scheduled, transmitted, received, and credited by the payee's Due Date;
- We made a timely payment, but the payee refused to accept the payment or did not promptly credit your payment after receipt; or
- Any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee.

There may be other exceptions stated in our other agreements with you.

YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC FUNDS TRANSFERS. Tell us AT ONCE if you believe your Password or other means to access your account has been lost, stolen, or otherwise compromised, or someone has transferred or may transfer money from your account without your permission. Telephoning is the best way of limiting your possible losses. You could lose all the money in your accounts. You agree to review promptly all statements, customer notices, and transaction information made available to you, and to report all unauthorized transactions and errors to us immediately. You agree that we may process payment and transfer instructions that are submitted with correct online log in information, and agree that such instructions will be deemed effective as if you, even if they are not transmitted or authorized by you.

Personal Accounts Only: Tell us AT ONCE if you believe your password or other means to access your account as been lost or stolen. Telephoning is the best way of limiting your possible losses. You could lose all the money in your account. If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly Bank statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

Business Accounts Only: The limitations on customer liability set forth in the preceding paragraph do not apply to accounts held by businesses. Business customers agree to review promptly all statements, customer notices, and transaction information made available to them, and to report all unauthorized transactions and errors to us immediately. Business customers agree that we may process payment and transfer instructions that are submitted with the correct online log in information, and agree that such instructions will be deemed effective as if made by them, even if they are not transmitted or authorized by the customer.

In Case Of Errors And Questions

Personal Accounts Only:

Telephone us at 217-324-3935 or 800-930-3935 or write to us at Bank & Trust Company, P.O. Box 410, Litchfield IL 62056 as soon as you can if you think your statement is incorrect or you need more information about a Service transaction listed on the statement. We must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears.

We need:

1. Tell us your name and account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint or question in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and we will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. Any provisional credit provided to you may be revoked if we find an error did not occur.

Business Accounts Only:

Telephone us at 217-324-3935 or 800-930-3935 or write to us at Bank & Trust Company, P.O. Box 410, Litchfield IL 62560 as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on the statement.

We need:

1. Tell us your name and account number;

2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and

3. Tell us the dollar amount of the suspected error.

We must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. If you do not notify us with thirty (30) days after the first statement that show these transactions was mailed, delivered or otherwise made available to you, the account balance indicated on your statement will be considered correct, and we will have no further responsibility or liability to you with respect to such statement and the electronic transactions reflected therein. If you notify us by phone or in person, we may require that you send us your complaint or question in writing.

For both consumer and business accounts these procedures do not apply to disputes with a merchant about the quality or delivery of goods or services you authorized and/or purchased using you ATM Card, Debit Card, electronic check or other electronic transaction. You must settle the dispute directly with the merchant.

DISCLAIMER OF WARRANTIES. To the fullest extent permitted by law, we make no representations or warranties of any kind in respect of the Service, either express or implied, statutory or otherwise, including but not limited to implied warranties of merchantability or fitness for a particular purpose, and we hereby disclaim any such representations, warranties and conditions of any kind. We do not represent or warrant that the Service will be uninterrupted, timely, secure or error free, that defects will never arise or will be corrected, or that our website that makes the Service available is free of viruses or other harmful components.

LIMITATION OF LIABILITY. Except as specifically set forth herein or where the law requires a different standard, we shall not be responsible for any loss, damage or injury or for any direct, indirect, special, incidental, exemplary or consequential damages, including lost profits, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or services, arising from or related to the Service, the inability to use the Service, or otherwise in connection with this Agreement, even if advised of the possibility of such damages.

THIRD PARTY INDEMNIFICATION. Except to the extent that we are liable under the terms of this Agreement or another agreement governing the Service or Activated Accounts, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- Any fraud, misrepresentation, manipulation, or other breach of this Agreement or the Service;
- Your violation of any law or rights of a third party; or
- The provision of the Service or use of the Service by you or any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to your use of the Service.

HOW TO CONTACT US. For questions regarding the Service, call us at 217-324-3935 or 800-930-3935, write to us at Bank & Trust Company, P.O. Box 410, Litchfield IL 62056 or email us at ebanking@banktr.com.

Telephoning us is the fastest way to reach us. We may not immediately receive an email that you send to us. Therefore, you should not rely on email if you need to communicate with us immediately, for example, if you need to report a lost or stolen card or password, or report an unauthorized transaction from one of your accounts. We cannot take action on your email request until we actually receive your message and have a reasonable opportunity to act.

Email or social network websites may not be used to request account information or to conduct transactions with us. Also, because email and social network websites may not be secure, never include confidential, financial, or account information when using those communication channels. If in doubt, contact us at 217-324-3935 or 800-930-3935.

PRIVACY. Our privacy policy (that has been previously provided to you) will apply to this service and the policy is incorporated into and made a part of this Agreement. You may also view and print it from <https://banktr.com/sites/default/files/files/Privacy%20Form%202011.pdf>

NON-USAGE OF SERVICE. Following 90 days of inactivity your account will be disabled. We reserve the right, at our discretion, to require re-acceptance of this Agreement, require confirmation of user information such as email address, require reset of security settings such as password, discontinue any fee discounts or waivers associated with use of the Service, and/or terminate the Service.

CANCELING THE SERVICE. You may cancel the Service by sending a written notice to Bank & Trust Company P.O. Box 410, Litchfield IL 62056, or by telephoning us at 217-324-3935 or 800-930-3935. If you are also a Bill Pay customer, we strongly suggest that you cancel all recurring and future bill payments before you cancel your Service, either by deleting those payments yourself using the Service or calling iPay at 1-800-517-8564 or by calling us at 1-800-930-3935. This will ensure that future payments and transfers made by you will not be duplicated. We may automatically delete, without notice, all outstanding payment orders (all individual payments and all recurring payments) once you cancel the Service.

TERMINATION OF SERVICE. We may suspend or terminate your Service at any time, with or without cause and without affecting your outstanding obligations under this Agreement. We may immediately take this action if: you breach this or any other agreement with us; we have reason to believe that there has been or may be unauthorized or illegal use of your account or the Service; or there are conflicting claims to the funds in your account.

SEVERABILITY. If any provision of this Agreement is determined to be void or invalid, the rest of the Agreement will remain in full force and effect.

CHANGES TO THE SERVICE OR THIS AGREEMENT. We may change or cancel the Service at any time without cause, subject to applicable laws and regulations. We may amend (add to, delete or change) the terms of this Agreement by sending you notice of the amendment by email, as may be required by law. You agree to review any changes to this Agreement promptly upon receipt of our Customer Notice. Your continued use of the Service after the effective date of any change constitutes your agreement to the change.

DISPUTES. All claims, causes of action, or other disputes concerning this Agreement shall be resolved in accordance with procedures set forth in the applicable Account Agreement, as it may be amended from time to time.