



## COUNTRYSIDE BANK INTERNET BANKING AGREEMENT

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## **Internet Banking Agreement**

This Internet Banking agreement ("Agreement") governs your use of online banking and bill payment services via the internet with Countryside Bank. By using Internet Banking, you agree to be bound by this Agreement and accept its terms and conditions and any amendments. All Internet Banking transactions are also subject to applicable laws, regulations, rules, Countryside Bank's Agreement and Rules and other disclosures covering your accounts at Countryside Bank.

**DEFINITIONS** - Internet Banking refers to Countryside Bank's Internet accessed online banking and may be referred to as the "Services". The terms "we", "us" "our", and "Bank" refer to Countryside Bank and the term "you", "your", "user", or "Customer" refers to the Services User, whether singular or plural, who applied for use of the Services for designated accounts and was approved by the Bank. "Account" and "Accounts" refer to your Countryside Bank accounts that you designated, and we approved for the Services use. A business day is Monday through Friday, excluding Federal holidays and as otherwise posted in our branches or at [bankcountryside.com](http://bankcountryside.com).

**ELIGIBILITY** - To use the Services, you must have an eligible Countryside Bank account. Only those Accounts designated by you and approved by us may be accessed through the Services. We reserve the right to restrict use of the Services for one or more types of Accounts or transactions and to impose other limits or restrictions on use of the Services. You can only access Accounts on which you are an owner Because Internet Banking can recognize only one Login ID and password for each transaction, any one authorized user can effect a transaction, even if the Account ordinarily requires two signatures for a paper check, transaction or withdrawal. We will not be liable for transactions effected by a single authorized user with respect to such an Account.

**PASSWORD AND SECURITY** - You will choose your own User Code and password that you must use to access your Accounts through the Services. You agree that use of your User Code and password constitutes your authorization for all transactions made using your User Code and password, including all pre-authorized electronic fund transfers, and has the same effect as your written signature. You agree not to give or make your User Code and password available to any unauthorized individuals. If you believe that your User Code or password is lost or stolen, or that someone may attempt to use the Services without your consent or has transferred money without your permission, you must notify the Bank at once by calling 708-485-3100. A message can be left after our normal business hours and will be considered received upon retrieval the next business day.

Best security practices dictate that you maintain a strong password (a minimum of 10 characters including upper case, lower case, number and special characters) and change it frequently

Certain risks are associated with the transmission of confidential Electronic Records and Alert Notices through the Internet including but not limited to unauthorized access, systems outages, delays, disruptions in telecommunications services and the Internet. **EMAIL IS NOT PRIVATE OR SECURE.** Any Alert Notice sent to you by email is an unencrypted, automatic alert. Although such Alert Notice is not intended to contain personally identifiable confidential financial information, it may contain in its design part or all of your name or other identifier, which could be seen or intercepted by others if delivered to your business address or other computers or electronic devices not exclusively under your control. You will not respond to any Alert Notice by return email, or use it to request information, service, paper copies or other items or to revoke consent. Countryside Bank will not be responsible to act upon requests made in that manner.

You acknowledge and agree that (a) the Password is a commercially reasonable method for the purpose of verifying whether any payment, transfer or other access to or use of the Services was initiated by you and (b) the Password is not intended, and it is commercially reasonable that the Password is not intended, to detect any errors relating to or arising out of a payment, transfer or other access to or use of the Services.

**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 to record such email address within your profile in the Services. You further agree to promptly notify us of a change of email address by changing the address within the Services.

If we contact you at the email address of record within the Services 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 the next login attempt; 2) require you to accept the Internet Banking Agreement again at the next login attempt; 3) attempt to contact you through another means to obtain a valid email address from you; 4) discontinue eStatements and revert your statement to paper (if you are receiving eStatements) and/or 5) disable the Services.

**AVAILABLE SERVICES** - You may use the Services to access your Accounts for online banking and bill payment services via the internet. The Services are normally available 24 hours a day, 7 days a week. However, the Services may not be available from time to time for system maintenance.

**INTERNAL TRANSFERS** – Internal Transfers refers to transfers made between accounts owned by you at Countryside Bank. Scheduled internal transfers will only be made if there are sufficient available funds in your Account at the time the transfer is scheduled to be made. The amount of each transfer will be debited from your Account at the time that the transfer is made.

**PROCESSING TIMES** - Immediate transfers will be completed at the same time the Bank receives your request. Transfer requests submitted after 6:00 p.m. Central Time will be completed on the next business day. Future dated and recurring transfers will be completed after 6:00 p.m. (Central Time) on the date they are scheduled to be made. If a recurring transfer is scheduled to be made on a date that does not occur in a given month, e.g. the 29th, 30th, or 31st it will be made on the last day of the month.

**LIMITATIONS ON THE FREQUENCY OF INTERNAL TRANSFERS FROM MONEY MARKET AND SAVINGS ACCOUNTS** - In accordance with Federal Regulations, no more than

six pre-authorized, automatic or telephone transfers or withdrawals (including online banking) are permitted from a money market or savings account in a statement cycle. These transfers or withdrawals may be made by check, draft, or POS withdrawal (to the extent that these services are available on an Account). Internal Transfers fall within this category of transactions and are subject to this limitation. A charge may be assessed for each transfer or withdrawal that exceeds these restrictions in accordance with our Account disclosures. We may change your account to a demand deposit account if you continue to exceed these limitations.

**STOPPING OR MODIFYING INTERNAL TRANSFERS** - You may modify or delete future dated or recurring internal transfer requests made using the Services prior to 6:00 pm. (Central Time) on the date the internal transfer is scheduled to be made. Immediate internal transfers cannot be cancelled after the transfer request is received by the Bank.

**FEES AND CHARGES** - Countryside Bank does not charge for the use of Internet Banking. Should you not logon to Internet Banking for a 90 day period, your service will be discontinued and you will need to re-enroll.

You agree to pay all fees and charges related to the Services and your Accounts as set forth our Agreement and Rules and the Account disclosures, and any expenses, costs and fees relating to any transaction using the Services or enforcement of this Agreement. This includes reasonable attorney's fees and legal expenses, subject to limitations imposed by Federal and State laws and regulations.

You understand that your accessing Electronic Records through the Website and receiving Alert Notices may incur certain costs associated with email, electronic access, downloading, online time and subscription costs associated with Internet and telecommunications service providers, paper and printing costs, and equipment or software upgrades if necessary. You agree that you will pay all such costs and expenses in connection with your use of the Services, including but not limited to eStatements, Bill Pay, Mobile Banking, Mobile Deposit and External Transfers.

**USE OF THE SERVICES** - As a condition of using the Services, you agree that you will:

1. Not allow anyone else to use the Services to access your Accounts or make transfers or payments;
2. Safely keep your User Code and password in your sole possession and not disclose or make it available to anyone else;
3. Only use the Services in accordance with this Agreement and any other instructions we furnish to you for the purpose authorized by us; and
4. Immediately report to us any loss, theft, or suspected unauthorized use of your Accounts through the Services.

**OUR LIABILITY** - We will use our best efforts to make all your transfers and payments properly. If you follow the terms and conditions described in this Agreement and other instructions provided to you, and we fail to process a payment on the Scheduled Payment Date, we will bear responsibility for the late charges that you incur up to a maximum of \$200.00. We will not be liable for any payment, including any late charges or penalties, if you do not comply with the terms and conditions of this Agreement and other instructions provided to you, including but not limited to, your failure to schedule a payment without allowing sufficient time for the payment to be processed.

Additionally, we have no obligation to make payments or transfers and shall incur no liability or obligation for late charges or penalties if we are unable to complete any payments that you initiate through the Services due to any one or more of the following circumstances:

1. Your Account is closed, does not contain sufficient available funds to complete the payment or transfer, is subject to legal process or otherwise encumbered;
2. Your equipment, or software is not working properly;
3. The Services is not working properly and you know, or are advised, about the malfunction before you execute the transaction;
4. The Payee mishandles or delays a payment sent by us or the payment is delayed or mishandled in the United States mail;
5. You do not provide us with the correct names, telephone number or account information for Payees or you otherwise fail to comply with applicable requirements;
6. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force, strikes, lockouts, war, acts of governmental authorities, delays of couriers or supplies, communications equipment failures, service interruptions on the internet or through your internet service provider, or our equipment malfunctions that occur despite ordinary maintenance) prevent the proper execution of the transaction and we take reasonable precautions to avoid these circumstances;
7. Our Agreement to provide the Services to you is terminated;
8. Applicable law prevents completion of the transfer; or
9. Unusual or extraordinary circumstances that indicate improper or unlawful use of your Account.

Provided none of the circumstances stated above are applicable, if we cause an incorrect amount of funds to be removed from your Account or cause funds from your Account to be directed to a person or entity that does not comply with your payment instructions and our action was not intentional and resulted from a bona fide error, we shall be responsible for returning the improperly transferred funds to your Account or for directing any previously misdirected payments or transfers to the proper recipient. There is no representation that the Services will be uninterrupted or error-free.

Our sole obligation to you arising out of non-availability, interruption, or delay in providing the Services, shall be to use commercially reasonable efforts to resume the Services.

THE PROVISIONS CONTAINED IN THE PRECEDING PARAGRAPHS CONSTITUTE OUR ENTIRE LIABILITY TO YOU AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE, OR ANY OF OUR AGENTS OR SUBCONTRACTORS, BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF WE ARE ADVISED OF THE POSSIBILITY) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF SOFTWARE, EQUIPMENT, AND/OR THE SERVICES. THE BANK IS NOT LIABLE FOR ANY DAMAGES OR LOSS THAT MAY BE CAUSED TO ANY EQUIPMENT AND OTHER SOFTWARE DUE TO ANY VIRUSES, DEFECTS OR MALFUNCTIONS.

### ***YOUR LIABILITY***

**IN GENERAL** - You authorize us to credit or charge your Accounts for all transfers and payments initiated through the Services with your User Code and password. You are liable for

all of these transactions and for all unauthorized transactions to the extent permitted by applicable state and federal law.

**FOR UNAUTHORIZED TRANSFERS** - If you believe that your User Code or password has been lost or stolen, or that someone transferred or may transfer funds from your Account without your permission, please call us immediately at 708-485-3100. A message can be left after our normal business hours and will be considered received upon retrieval the next business day.

If you tell us within two business days after you discover your User Code or password has been lost or stolen, you can lose no more than \$50 if someone uses your User Code or password without your permission. If you do not tell us within two business days after you learn of the loss or theft of your User Code or password, and we can prove that we could have stopped someone from using your User Code or password without your permission if you had told us, you could lose as much as \$500. If your monthly statement contains transfers that you did not make, tell us at once as directed in the Errors and Questions section of this Agreement. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us within this time frame.

Please note: Regulation E, which establishes the rights, liabilities and responsibilities of participants in electronic fund transfer systems such as bill payment and electronic fund transfers (EFT) is for the protection of individual consumers. This regulation and its consumer protections DO NOT APPLY TO BUSINESS ACCOUNTS OR ACCOUNTS BEING USED FOR BUSINESS PURPOSES

**CUSTOMER SERVICE** - Please call the Support Center with your questions or if you need assistance in using the Services, Monday – Thursday 8:00 AM – 11:00 PM , Friday 8:00 AM – 9:00 PM Saturday 9:00 AM – 5:30 PM Central Time (excluding Christmas Day, New Year’s Day Memorial Day, Independence Day, Labor Day and Thanksgiving Day ) at 800-439-1467.

**ERRORS AND QUESTIONS** - In case of errors, questions about your Account or any other Services (including, but not limited to: online banking, bill payment and presentment, mobile banking, mobile deposit and external transfers), or any transactions you are unsure about, you should:

1. telephone us at 708-485-3100 or
2. write us at:  
Countryside Bank  
ATTENTION: Loss Prevention Department  
6734 Joliet Road  
Countryside, IL 60525

as soon as you can if you think that your bank statement or transaction is wrong or you need more information about a transaction. You agree to notify the Bank of any suspected errors as soon as possible and no later than sixty (60) days after the applicable Bank account statement is sent or made available. Unless you notify the Bank within sixty (60) days, such statement regarding all transactions shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error.



You must:

1. Tell us your name and Account number;
2. Describe the error or transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and
3. Tell us the dollar amount of the transaction in question.

If you tell us orally, we may require that you send your complaint to us in writing within ten (10) business days.

We will tell you the results of our investigation within 10 (ten) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to Forty Five (45) days to investigate your complaint or question. If we do decide to do this, we will credit your Account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete the investigation. 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 re-credit your account.

If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Please note: Regulation E, which establishes the rights, liabilities and responsibilities of participants in electronic fund transfer systems such as bill payment and electronic fund transfers (EFT) is for the protection of individual consumers. This regulation and its protection DOES NOT APPLY TO BUSINESS ACCOUNTS OR ACCOUNTS BEING USED FOR BUSINESS PURPOSES.

**RETURN ITEMS AND OVERDRAFTS** - At our discretion, we may return or not complete an electronic bill payment or transfer for any of the reasons stated in this Agreement, including where there are not sufficient available funds in your account to cover the transaction. We will send you notification of any payment or transfer that we do not complete.

If you make a payment or transfer that is returned, or that is paid on an overdrawn Account, you will incur our standard overdraft fees as stated in your Account disclosure. Additionally, you agree to reimburse us immediately upon demand for the amount of the payment or transfer and any related fees or charges.

**STATEMENTS AND RECORDS** - You can use the Services to request or print a statement of transactions from your Account. These statements are not considered official records of the Bank. You will continue to receive your regular monthly bank statements for all checking, NOW, and money market Accounts. A monthly bank statement will be issued for statement savings Accounts with electronic fund transactions in a particular month. Regular statement savings account statements will be issued at least quarterly.

Your use of the Services, conversations with Bank personnel, and email messages may be monitored or recorded in order to help us provide you with better service. You consent to this as a condition of using the Services.



**MODIFICATIONS OF ACCOUNTS AND SERVICES** - If you use the Services to modify any Accounts, services or information pertaining to your Accounts and services, you authorize us to accept your electronic request as though it was made in writing and signed by you.

**NOTICES AND EMAIL** - You may use the Services to send us secure messages. We may also send messages and notices to you via the Services. All confidential information should be sent to us using the Secure Mail service in the Services only. All information that you provide to us using secure screens is encrypted for your security and privacy. We recommend that you do not send any confidential information to us using any other email service.

We recommend and strongly encourage that you do not send any confidential information to us using any other email service. Email messages to us are not considered received by us until they are opened by our representatives. However, if you must contact us immediately, such as if you suspect unauthorized use of your Account, you should contact us at the telephone number listed in the Errors and Questions section of this Agreement to ensure that your inquiry receives prompt attention.

**TERMINATION** - If you wish to discontinue use of the Services, you may contact us by phone at (708) 485-3100 or by mail at:

Countryside Bank  
ATTENTION: Deposit Operations  
6734 Joliet Road  
Countryside, IL 60525

If you discontinue the Services, it is your obligation to cancel all outstanding scheduled payments and transfers.

We may suspend or terminate your use of the Services at any time without notice. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement.

We may modify this Agreement, including any applicable fees or charges, at any time. Your use of the Services after any change or amendment constitutes your agreement to the change and to pay any applicable fees.

Additionally, we may revise or update the Services at any time. We reserve the right to terminate your use of prior versions of the Services, and limit access to more recent revisions and updates. If any expanded Services are made available to you, you agree that any additional or modified Services are also subject to this Agreement, and as it may be amended.

**INACTIVITY** - If you do not log on to the Services for a period of 90 (ninety) calendar days, the Services will automatically be cancelled. This will cancel any outstanding payments and transfers you may have scheduled. No advance notice will be provided for such cancellation. You may re-enroll at any time; however you may be required to use a different User Code.

**ADDITIONAL MODULES**— Bill Payment, eStatements, External Transfers, Mobile Banking and Mobile Deposit are additional features of Internet Banking. Each module, with the exception of Mobile Deposit, will require you to enroll or apply for the feature. Mobile Deposit is

automatically included with your enrollment in Mobile Banking. Instructions for termination of a specific module are included within Internet Banking as well as within this agreement. You are not required to utilize any of the additional modules. If you have enrolled in any module you may terminate use of that module by following the instructions listed in the specific section of this agreement. You must, however, maintain an active Internet Banking account to maintain access to any module.

**GENERAL** - This Agreement shall be governed by Illinois law without regard to that state's conflict of law principles and is subject to all applicable State and Federal laws and regulations. Your Accounts with us are also governed by the terms and conditions contained in our Agreement and Rules, Internet Banking and Billpay Service Fee Schedule, Account disclosures, and other Agreements that pertain to your Accounts. We may enforce any of our rights under the Agreement even if we choose not to exercise any right in a particular circumstance. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. This Agreement supersedes any prior understandings and agreements relating to the Services thereto.

All representations regarding liability and warranties, including but not limited to, the Your Liability and Our Liability sections of this Agreement, shall survive termination of this Agreement.

You may not assign this Agreement to any other party. We may assign or delegate certain of our rights and responsibilities under this Agreement to affiliate entities, independent contractors or other third parties. If more than one person is authorized to use the Services, they are bound jointly and severally under this Agreement and the Bank may act on the instructions or orders of any authorized user.

**INFORMATION AUTHORIZATION** - You authorize us to obtain credit information about you at any time. You also agree that we may obtain additional information from a Payee or financial institution regarding your accounts to resolve payment problems.

**DEPOSIT AND CREDIT AGREEMENTS** - The terms and conditions in this Agreement are in addition to any other agreement you have with us, including the Countryside Bank Agreement and Rules Brochure and any deposit account agreement relating to your Accounts ("Deposit Agreement") and credit agreements relating to your Countryside Bank credit accounts, including any disclosures made pursuant to such agreements ("Credit Agreement"). If your Deposit Agreement or Credit Agreement does not address online access or use of your account, this Agreement modifies your Deposit Agreement or Credit Agreement to include online access or use of your account.

**RIGHT OF SETOFF** - We may debit any of your accounts with us to obtain payment for any item that has been rejected or returned, for any adjustment related to such item for any warranty claim related to such item (whether or not the rejection, return, adjustment or warranty claim was made timely), or for any other amounts owed to us under the terms of this Agreement.

**EXCLUSION OF WARRANTIES** - THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR

IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## ***Bill Payment Service***

You may apply for Bill Payment Services (Billpay) through Internet Banking. Only those users approved will be able to use Billpay. This approval process generally will take no longer than 1 (one) business day. You can use Billpay to schedule a bill payment to a business or individual ("Payee") in the United States. Payments can be scheduled on a one-time or recurring basis. Recurring payments are those made for the same dollar amount on the same date each month.

Recurring payments cannot be scheduled more than 365 days in advance unless the first scheduled payment is due within 365 days from the date it was originally scheduled. Bill payments can only be made from a checking Account or NOW Account. If you use more than one checking Account or NOW Account to make bill payments, you must designate the Account from which the payment is to be made ("Payment Account") each time you schedule a payment.

By providing Countryside Bank with the names and account information of Payees, you authorize us to follow the payment instructions that we receive from you through Billpay and to rely on the accuracy of all of the information that you provide to us. It is your responsibility to update the Payee and payment information if there are any changes. It remains at our discretion to determine the appropriate method for processing payments to Payees; we may choose to make payments electronically or by check.

### ***TYPES OF PAYMENTS***

**GOVERNMENT PAYMENTS - You cannot make government payments**, including court directed payments, through Billpay. At our discretion, we may refuse to pay any Payee and refuse to make payments that we believe are fraudulent or erroneous. We will notify you promptly if we refuse to make a payment to a Payee (except if you attempt to make a government payment or pay Payees outside of the United States).

**OVERNIGHT PAYMENTS -** When making a payment, you may opt to have your payment delivered faster than our standard payment schedule. This is called an "Overnight Payment". When you choose to make an overnight payment, a convenience fee of \$14.95 will be charged to your checking account. You will see this fee as a separate transaction.

Overnight payments must be set up prior to 9:00 PM Central Time for overnight delivery. You will be able to cancel or edit any request for an overnight expedited payment until this time.

**HOW PAYMENTS ARE SENT –** In general, we strive to send as many payments as possible via an ACH (Automatic Clearing House) transaction. This may not always be possible if the person or company to whom you are sending the payment does not have an ACH agreement with us or if we believe the payment presents a higher risk to us. In this case, we will send a paper check either drawn off our clearing account (Corporate Check) or drawn off your account (Draft Check).

**WHEN TO SEND YOUR PAYMENT** - The business day that you select to have your bill payment made ("Scheduled Payment Date") must be no less than the number of business days required by Billpay for that type of payment before the actual due date, not the late date and/or a date in the grace period. While it is anticipated that most transactions will be processed and completed on the next business day after the Scheduled Payment Date, it is understood that due to circumstances beyond the control of Billpay, particularly delays in handling and posting payments by slow responding Payees or financial institutions, some transactions may take a day or even a few days longer to be credited by your Payee to your Payee account. We are not liable for any late payments where you do not allow for sufficient processing time. See the Our Liability section of this Agreement.

You must have sufficient available funds in your Payments Account on the Scheduled Payment Date for the Bank to complete your payment.

All bill payments scheduled to be made on a Saturday or Sunday will be posted on the preceding Friday. Bill payments scheduled on a federal holiday will be made on the business day prior to the holiday. If a recurring bill payment is scheduled to be paid on a date that does not occur in a given month, e.g. the 29th, 30th or 31st, it will be paid on the next business day. Bill payment requests received after 9:00 p.m. (Central Time) on a business day or anytime on a non-business day will be processed on the next business day.

**DOLLAR LIMITATIONS ON PAYMENTS** - For security reasons, we may impose limits on the dollar amount of bill payments or transfers from your Account.

**ADDING OR DELETING A FUNDING ACCOUNT** - When Billpay is granted to you, one of your checking or NOW accounts is designated as a "Funding Account." This account is used to make all payments. If you would like to add an additional funding account on which you are an owner, or if you no longer wish to use an account for payments, you may do so by visiting your local branch, phone at (708) 485-3100 or by mail at:

Countryside Bank  
ATTENTION: Deposit Operations  
6734 Joliet Road  
Countryside, IL 60525

**STOPPING, MODIFYING OR CANCELLING PAYMENTS** - You may cancel or edit any payment (including recurring payments) prior to 9:00 p.m. (Central Time) of the Scheduled Payment Date by following the directions within the Services. You cannot use the Services to cancel or edit any payment on the Scheduled Payment Date after 9:00 p.m. (Central Time). If you need assistance with canceling or stopping any payment prior to 9:00 p.m. on the business day before the Scheduled Payment Date, you may call Internet Banking Customer Service at 800-439-1467 during the hours stated in the Customer Service section of this agreement.

**TERMINATION OF BILLPAY SERVICE** - If, at any time, you wish to terminate your use of the Billpay service for any or all enrolled External Accounts, you will need to discontinue use of the External Transfer service and immediately cancel any scheduled transactions, whether one-time or recurring transactions. Failure to do so may allow the outstanding External Transfers to be processed.

Termination of the External Transfer service with an External Account may be requested by you, or by any other owner or person presenting ownership of that External Account at any time. To terminate the External Transfer Service, contact any Branch representative. You may also contact us by phone at (708) 485-3100 or by mail at:

Countryside Bank  
ATTENTION: Deposit Operations  
6734 Joliet Road  
Countryside, IL 60525

The Bank reserves the right to terminate the Agreement and your ability to perform External Transfers in whole or in part at any time without prior notice. All External Transfers are Automated Clearing House (ACH) transactions and as such you and each External Transfer are subject to the National Automated Clearing House Association (NACHA) Operating Rules then in effect. Not all types of accounts are eligible for ACH transfers. You may be subject to penalties by the third-party financial institution, or may suffer negative tax consequences, for certain transactions involving retirement (401k, IRA, etc.), savings trusts loans, custodial and other types of accounts. It is your responsibility to verify with the third-party financial institution any restrictions regarding transfers to or from any External Account that you enroll.

Notwithstanding your termination of the External Transfer service, this Agreement will continue to govern any transactions that cannot be canceled at the time of your termination. Countryside Bank reserves the right to terminate your access, or any access, to the External Transfer service, to cancel any and all transactions, and remove any or all enrolled External Account for any or no reason, including without limitation fraud, misuse, kiting, ACH transaction rejects and returns, or any unauthorized access or use of the External Transfer service.

***ERRORS AND QUESTIONS*** – For instructions on how to contact us regarding any errors or questions associated with your bill payments, you may contact us by phone at (708) 485-3100 or by mail at:

Countryside Bank  
ATTENTION: Deposit Operations  
6734 Joliet Road  
Countryside, IL 60525

### ***External Transfers***

This External Transfer agreement (“Agreement”) sets forth the terms and conditions under which Countryside Bank (“Us”, “We”, “Our”, “the Bank”) may, at your instruction, initiate a transfer of funds from your Countryside Bank account to an account you own at another financial institution or a transfer from that account to your Countryside Bank account. These terms and conditions affect your rights and you should read them carefully. By reading and accepting these terms and conditions you are affirming your consent to receive information electronically, you have the ability to receive and retain electronic communications, and you agree to the terms and conditions set forth in this agreement. Countryside Bank reserves the right to provide information and notices about this service to you by non-electronic means as

well. Countryside Bank reserves the right to refuse enrollment in the External Funds Transfer Service for any reason.

**ENROLLMENT AND VERIFICATION** - In order to facilitate the transfer of funds to or from an External Account (External Transfer), You will need to enroll an External Account before you can transfer funds to or from that External Account. To "enroll" an External Account, you must provide the following information regarding that External Account, account number, the ABA Routing and Transit number for the external financial institution, the name of the external financial institution, and whether the External Account is a checking or savings account. By enrolling an External Account, you authorize Countryside Bank to make two deposits to and one withdrawal from your External Account that you must verify before Countryside Bank will approve that account for External Transfer activity.

Countryside Bank reserves the right to reject an enrollment request for any reason, including without limitation potential fraud or misuse, limitations as outlined by the United States Department of the Treasury's Office of Foreign Assets Control, or an incomplete enrollment. You agree to enroll only personal accounts (business, corporate, or organization accounts are NOT allowed). We reserve the right to limit transfer eligibility to certain types of accounts and to change such eligibility from time to time.

It is important to note that if the External Account that you are attempting to enroll is designated by the Federal Reserve Board's Regulation D as a "savings account", such as a money market account, then it is subject to the limits on the number of transfers and withdrawals allowed per month. If you are unsure if your External Account is subject to withdrawal limits please contact the Bank or the financial institution holding the account. If at any time withdrawals from the External Account exceed the number allowed for the month that financial institution may contact you and you may be subject to fines or penalties by that institution.

If you fail to complete the account verification process for a particular External Account, you will not be able to transfer funds to or from that External Account.

Not all types of accounts are eligible for External Transfers. You may be subject to penalties by the other financial institution, or may suffer negative tax consequences, for certain transactions involving retirement (401k, IRA, etc.), savings, money market accounts, certificates of deposit, trusts, loans, custodial, business, corporate and other types of accounts. It is your responsibility to verify with the external financial institution any restrictions regarding transfers to or from any External Account that you enroll. Countryside Bank is not responsible for direct, indirect, special or consequential costs, fees, losses, penalties, or other damages resulting from External Transfers that are not permitted under restrictions of other financial institutions or those imposed by applicable laws and regulations.

Countryside Bank shall not be liable for errors due (i) to your Deposit Account or External Account containing insufficient funds to make the External Transfer, (ii) to the third party financial institution holding the External Account mishandling or delaying the processing or posting of the External Transfer funds, and (iii) to you providing us with incomplete or incorrect information for the account verification process for an External Transfer. If we know or receive notice that funds in your Deposit Account are needed to satisfy an obligation such as the payment of a cashier's check or the payment of a debit initiated at a point-of-sale terminal, we may place a hold on those funds, making them unavailable to an External Transfer, until the final settlement date when the



funds are withdrawn to pay the obligation.

External Transfers are subject to the availability of sufficient funds at the time the transaction is posted. If enough funds to complete the transaction are not available, the Bank may, in its sole discretion, reject the request.

**EXTERNAL ACCOUNT NUMBER POLICY** - Countryside Bank may, but has no obligation is not obligated to validate any External Account number that you provide in the enrollment process. It is your responsibility to ensure you enter a valid and correct External Account number. External Transfers sent to invalid or incorrect account numbers may not be recoverable. If you provide an invalid or incorrect External Account number, Countryside Bank will NOT be responsible for returning funds due to an unrecoverable External Transfer.

**EXTERNAL TRANSFER LIMITS** - For security purposes, Countryside Bank establishes limits on the amount of External Transfers that can be made during any one day. External Transfers are currently limited to:

Next Day Delivery:

Daily Limit: \$2,000

Monthly Limit: \$5,000

Standard Delivery:

Daily Limit: \$5,000

Monthly Limit: \$10,000

We reserve the right to change such limits from time to time. Any transfer initiated on a day that is not a business day will be processed the next business day and will count toward the limit for that day. If we permit you to make an external transfer in excess of these limits, such transfer will still be subject to the terms of this Agreement, and we will not be obligated to allow such a transfer at other times.

**STOPPING OR MODIFYING EXTERNAL TRANSFERS** - You may modify or delete any scheduled one-time or recurring External Transfer initiated through Internet Banking if you do so within one business day prior to the scheduled transaction processing date (i.e., two business days prior to the scheduled delivery date). This can be done by modifying or deleting the scheduled transfer from within Internet Banking. A cancellation or modification request for a one - time transfer will apply to that specific transaction. An External Transfer cannot be modified cancelled once it is in process.

**TERMINATION OF THE EXTERNAL TRANSFER SERVICE** - If, at any time, you wish to terminate your use of the External Transfer service for any or all enrolled External Accounts, you will need to discontinue use of the External Transfer service and immediately cancel any scheduled transactions, whether one-time or recurring transactions. Failure to do so may allow the outstanding External Transfers to be processed.

Termination of the External Transfer service with an External Account may be requested by you, or by any other owner or person presenting ownership of that External Account at any time. To terminate the External Transfer Service, contact any Branch representative. You may also contact us by phone at (708) 485-3100 or by mail at:



Countryside Bank  
ATTENTION: Deposit Operations  
6734 Joliet Road  
Countryside, IL 60525

The Bank reserves the right to terminate the Agreement and your ability to perform External Transfers in whole or in part at any time without prior notice. All External Transfers are Automated Clearing House (ACH) transactions and as such you and each External Transfer are subject to the National Automated Clearing House Association (NACHA) Operating Rules then in effect. Not all types of accounts are eligible for ACH transfers. You may be subject to penalties by the third-party financial institution, or may suffer negative tax consequences, for certain transactions involving retirement (401k, IRA, etc.), savings trusts loans, custodial and other types of accounts. It is your responsibility to verify with the third-party financial institution any restrictions regarding transfers to or from any External Account that you enroll.

Notwithstanding your termination of the External Transfer service, this Agreement will continue to govern any transactions that cannot be canceled at the time of your termination. Countryside Bank reserves the right to terminate your access, or any access, to the External Transfer service, to cancel any and all transactions, and remove any or all enrolled External Account for any or no reason, including without limitation fraud, misuse, kiting, ACH transaction rejects and returns, or any unauthorized access or use of the External Transfer service.

## **eStatements**

**AUTHORIZATION AND CONSENT** - By executing this authorization, you, other owners, or authorized representatives ("**you**", "**your**" or "**Owners**") of bank accounts designated from time to time ("**Designated Accounts**") may receive electronic notice and delivery of selected account statements, account records, agreements, disclosures, and other information for such Designated Accounts ("**Electronic Records**") from Countryside Bank ("**Countryside Bank**") by access through a secure website ("**Website**"), as described herein ("**eStatement Service**" or "**eStatements**"). The eStatement Service allows receipt of, or access to, an electronic version of paper-based bank account. This Service permits the flexibility of saving and printing account statements at any given time. You will be notified through email when your statement is ready for viewing. You must validate your email address upon enrollment. For Bank account statements, two attempts will be made to notify you that a statement is available to view. If the email address provided is incorrect and is not corrected by you, you will be unenrolled from receiving your bank account statements online and will begin receiving account statements through the U.S. Mail. You may select one or all of the listed account statements to receive electronically.

Using the eStatement service will stop delivery of paper records; cancelled checks and combined statements. By your agreeing to use the eStatement Service to electronically access, review, download and print selected Electronic Records for your Designated Accounts, Countryside Bank may no longer deliver in paper form the information (including copies of cancelled checks) contained in your selected Electronic Records. Any account that does not have an Electronic Record selected for electronic delivery will continue to have its Electronic Records delivered in paper form. If you or any other party on your Designated Accounts previously combined, or hereafter combine statements for multiple accounts in which you, individually or jointly with another person(s), are an Owner or Signer, those accounts will be considered as Designated

Accounts in connection with this eStatement Service. After this enrollment, you or any other Owner or Signer may elect to add Designated Accounts by clicking the "options" tab found within Internet Banking and thereafter any use of the eStatement Service shall constitute acceptance by all Owners of such Designated Accounts of the terms of this Agreement. Designated accounts may be deleted from the eStatement service by following the directions in the Termination of eStatements section below. , Any other Owner on any Designated Account may view Electronic Records for all other Designated Accounts. However, for another Owner on a Designated Account to access and view eStatements, s/he must separately sign up for eStatements.

Some transaction records may continue to be delivered in paper form, even though you have requested electronic delivery of selected Electronic Records through the Website, Countryside Bank at their discretion may deliver in paper form to your last postal service mailing address of record certain Electronic Records for your Designated Accounts.

**NOTIFICATION OF ESTATEMENT AVAILABILITY** - The only notice that you will receive advising you that Electronic Records have been posted to the Website will be by email or other electronic message ("**Alert Notice**") sent to the single, specific email address selected and confirmed by you ("**Designated Email Address**"). This Alert Notice will be the only notice you will receive and that no other notice will be sent. Any and all Alert Notices sent by Countryside Bank to the Designated Email address will constitute sufficient and effective delivery and notice to you and all Owners of information contained in your Electronic Records whether or not you access or review the Alert Notice, Website or specific Electronic Record, and shall be deemed to have been delivered to you personally, whether actually received or not. You agree to maintain access to the Website in a manner that gives you continuous ability to access, review, download and print your Electronic Records and to receive and access all Alert Notices to you at the Designated Email address.

**VALID EMAIL ADDRESS** – As referenced in the section above titled "Email Address" you must maintain and immediately advise Countryside Bank of all changes or updates to the Designated Email Address or if it becomes inoperative or inactive and to immediately identify another Designated Email address to be used for the eStatement Service. It is each Owners sole responsibility, whether the content of such Alert Notice is delivered by mail, electronic mail or other electronic means, to access and review promptly their own Electronic Records for their own Designated Account and other accounts hereafter added to a combined statement and this eStatement Service. All terms in the Electronic Records for the Designated Accounts are binding on each Owner of the Designated Account just as if they were delivered in paper form. The Electronic Records are delivered in a manner to allow you immediate access to download and print the Electronic Records on your personal computer.

**REJECTED EMAIL ALERT NOTICES** - If Countryside Bank attempts to send an Alert Notice to the Designated Email Address and receives two (2) consecutive reports from an email service provider or other source that the email is undeliverable, Countryside Bank will un-enroll you and any other Owners and cancel the eStatement Service for online delivery of your Countryside Bank account statements.

**REQUEST A PAPER COPY OF YOUR STATEMENT** - Countryside Bank will send you a paper copy of your Electronic Record previously delivered through the eStatement Service at your request. The standard fee then in effect and charged for paper delivery of account

statements will apply. Paper copies of Electronic Records can be requested if you send a written request to:

Countryside Bank  
ATTENTION: Deposit Operations  
6734 Joliet Road  
Countryside, IL 60525

A request for a paper copy does not cause a Termination of the eStatement Service. A paper copy of Electronic Records can be obtained until the copy is no longer required to be maintained as a record for the Designated Account under applicable law or regulation.

***HARDWARE AND SOFTWARE REQUIREMENTS*** - You agree that you have or will have access at all times to personal computer capability that supports at your cost the eStatement Service's requirement to receive and view Alert Notices and Electronic Records in HTML or PDF form, high-level browser encryption, PDF file access, Internet and email access. If the method of electronic delivery by Countryside Bank changes so as to require additional software, upgrades, plug-ins or additional security features in your hardware or software system used by you ("System or Hardware Enhancement"), you may terminate the eStatement Service or you agree to upgrade your hardware or software system to the required standards, software, applications or other feature(s) made available to you by appropriate hyperlink on the Website or otherwise. You must have access to and maintain a valid email address as the Designated Email Address and a computer with the ability to download PDF files using Adobe Acrobat Reader® or other programs as Countryside Bank may advise. If Countryside Bank determines that a change to the eStatement Service concerning any future System or Hardware Enhancement creates a material risk that a consumer may not be able to access or retain a subsequent Electronic Record, Countryside Bank will notify such consumer of such change and allow such consumer to withdraw his or her consent for this eStatement Service, whereupon Countryside Bank may terminate this Service until such consumer again enrolls in this Service and delivers a new consent to participate in this Service.

Countryside Bank's current hardware and software requirements can be found at <https://www.bankcountryside.com/tools/security-center>

***TERMINATION OF ESTATEMENTS*** - You may stop the eStatement service at any time. You or any Designated Account Owner or Signer may revoke consent for the eStatement Service ("**Revocation**") for one or more Designated Accounts at any time by contacting Countryside Bank by phone at 708-485-3100 or by mail at:

Countryside Bank  
ATTENTION: Deposit Operations  
6734 Joliet Road  
Countryside, IL 60525

Electronic posting of your Electronic Records on the Website and transmission of related Alert Notices will continue until :(i) termination of the eStatement Service, (ii) termination of your Designated Account with Countryside Bank, or (iii) termination of your Internet Banking Service with Countryside Bank ("**Termination**"). Countryside Bank may terminate the eStatement

Service for any or all Designated Accounts or for any or all Transactions Records at any time. Upon such Termination delivery of paper copies of Electronic Records will resume within a reasonable time. Termination of the eStatement Service does not affect the validity or legal effect of any Electronic Record delivered to you or any Owners through the eStatement Service. Termination of the eStatement Service does not terminate the Internet Banking Service unless otherwise so stated.

### **Mobile Banking**

After you are enrolled in Internet Banking, you may download an App and use your mobile device to do the following: View account information and transaction history on your accounts and loans; transfer funds between your accounts; pay bills for existing payees; make deposits by using your camera-enabled phone or tablet (Mobile Deposit) and view the locations of our branches and ATM machines. Federal regulations require us to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six (6) limited transactions permitted each monthly statement cycle period, as described in the Agreement and Rules.

**TERMS AND CONDITIONS** - By participating in Mobile Banking you are agreeing to the terms and conditions presented here. Our participating carriers for phones include (but are not limited to) A T & T, SprintPCS, T-Mobile®, U.S. Cellular® and Verizon Wireless. Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of Countryside Bank or any service provider.

You are responsible for providing your own Mobile Device that supports 128-bit encryption. Mobile Banking users must download, install and use certain software systems and programs developed by us, our licensors or other third-parties. We are not responsible for any damage to your Mobile Device resulting from those activities, and you will be engaging in those activities at your own risk and expense.

You are responsible for obtaining your own mobile communications service provider.

You are responsible for the accuracy of your data entry and use of the application when accessing Mobile Accounts and conducting transactions. The Bank is not liable for errors caused by your misuse or error. This includes any error caused by "pre-filling" or automated entry done on your behalf by the device, system or application software.

**USER SECURITY** - You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. The Mobile Device that you use may be subject to unauthorized tracking or other manipulation by

"spyware" or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk.

You agree to notify us immediately if you lose, or change or cancel the number of your mobile device. You may contact us by phone at (708) 485-3100 or by mail at:

Countryside Bank  
ATTENTION: Deposit Operations  
6734 Joliet Road  
Countryside, IL 60525

If you believe that someone may have unauthorized access to your Mobile Banking, you agree to cancel your Mobile Banking associated with the Mobile Device immediately. You agree to provide us with immediate notice in the event you suspect fraud or any unauthorized access to any of your Mobile Accounts. You may contact us by phone at (708) 485-3100 or by mail at:

Countryside Bank  
ATTENTION: Loss Prevention Department  
6734 Joliet Road  
Countryside, IL 60525

You agree to comply with all applicable laws, rules and regulations in connection with Mobile Banking

We reserve the right to block access or delete the Mobile Banking software from your Mobile Device, system and application if we or our agents or the Mobile Banking service providers have reason to believe you are misusing Mobile Banking or otherwise not complying with this Mobile Banking Agreement, or have reason to suspect your Mobile Device has been infected with malicious software or virus.

In order to protect the security of your account information, to ensure access, and to optimize your experience with Mobile Banking, we strongly recommend that you use or upgrade to the latest version of software for your device supported by Countryside Bank. The most current listing of supported browsers and devices may be found at <https://www.bankcountryside.com/tools/security-center>. This list is subject to change from time to time to reflect the most current information.

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

You acknowledge and agree that (a) the Password is a commercially reasonable method for the purpose of verifying whether any payment, transfer or other access to or use of Mobile Banking was initiated by you and (b) the Password is not intended, and it is commercially reasonable that the Password is not intended, to detect any errors relating to or arising out of a payment, transfer or other access to or use of Mobile Banking

Fees: There are currently no additional fees for accessing Mobile Banking or Mobile Deposit; however your mobile communications service provider may charge you for Internet-related use and for text (SMS) messages based. Please see your mobile carrier for further details about its charges. You are responsible for all fees and charges that you may incur to any mobile communications service provider or any other third parties while using Mobile Banking.

***PRIVACY AND USER INFORMATION*** - You acknowledge that in connection with your use of Mobile Banking, Countryside Bank and its service providers, including Fiserv, Inc., and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Countryside Bank and its service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclosure this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims and as otherwise authorized by you. Countryside Bank and its service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

***RESTRICTIONS ON USE*** - You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the forgoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Countryside Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Countryside Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic-beverage related (e.g., beer, wine or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs -related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence related (e.g., violent games), hate-related (e.g., racist organizations), illegal gambling-related (e.g., casinos, lotteries),



specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally or interfere with, surreptitiously intercept or expropriate any system, data or personal information; (vi) any material that is false, misleading or inaccurate; (vii) and material that would expose Countryside Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

**STOP TEXT MESSAGES** - To stop the messages from coming to your phone, you can opt out the program via SMS by sending a text that says "STOP" to this number: 96924. You will receive a one-time opt-out confirmation text message. After that, you will not receive any future SMS text messages. To un-enroll from Mobile Banking, log on to Internet Banking, click the "Options" tab and choose "Manage Device(s)" under "Mobile Banking Profile". You will need to select "Stop using this device for Mobile Banking" for each registered mobile device.

**OUR RIGHT TO TERMINATE** - We reserve the right to terminate, modify, add and remove features from Mobile Banking at any time in our sole discretion. You may reject changes by discontinuing use of Mobile Banking. If you no longer wish to use Mobile Banking (including Mobile Deposit) you may delete the App from your device. You should also un-enroll from Mobile Banking in the "options" section of your Internet Banking. If you wish to continue using Mobile Banking, but would like to discontinue Mobile Deposit, please contact us as indicated in the Errors and Questions section of this agreement.

Your continued use of Mobile Banking will constitute your acceptance of and agreement to such changes. Maintenance to Mobile Banking may be performed from time-to-time resulting in interrupted service, delays or errors in the Service and we shall have no liability for any such interruptions, delays or errors except as referenced in the Errors and Questions Section of this document. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

We may terminate or suspend all or any part of Mobile Banking at any time, for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. No termination of Mobile Banking or any part thereof will affect your liability or obligations under this Mobile Banking Agreement accruing prior to the date of termination or any provisions of the Mobile Banking Agreement which, by their nature or by express provision are intended to survive termination. When you ask us to activate Mobile Banking and each time you use or allow others to use Mobile Banking, you confirm your agreement to abide and be bound by the terms and conditions of Internet Banking Agreement as in effect at that time. Mobile Banking is



not intended to replace access to your Internet Banking Services from your personal computer. If you do not log on to Internet Banking from your computer for a period of 90 days, the Services will be canceled. This will also cancel your Mobile Banking. The Bank may limit the types and number of accounts eligible for access through Mobile Banking at any time.

**TERMINATION OF MOBILE BANKING** - If, at any time, you wish to terminate your use of Mobile Banking, you may do so within Internet Banking. Go to the Options tab and click "Manage Devices". Once there, click "I want to Stop using this device for Mobile Banking". You will need to do this for each of your devices. You may stop any or all of your enrolled devices. You should also un-enroll the app from your device.

**QUESTIONS** - You can contact us at 800-439-1467, visit our website at [www.CountrysideBank/contact-us](http://www.CountrysideBank/contact-us), or visit a local branch of the Bank. Do not attempt to communicate with a Bank representative via SMS text messaging or any form of unencrypted electronic message. To receive basic information about SMS text messaging, send a text message with the word "HELP" to this number: 96924 from your phone.

**USE OD GOOGLE MAPS** - You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.maps.google.com/help/legalnotices\\_maps.html](http://www.maps.google.com/help/legalnotices_maps.html), or other URLs as may be updated by Google.

## **Mobile Deposit**

The mobile remote deposit capture services ("Mobile Deposit") are designed to allow you to make deposits to your checking, money market checking or savings accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the check image and associated deposit information to the Bank or the Bank's designated processor. The device must (a) capture an image of the front and back of each check to be deposited in accordance with the Procedures; (b) read and capture the magnetic ink character recognition ("MICR") line on each check; and (c) read and capture all such other data and information as is required by this Agreement or Federal Reserve Regulations for the processing of these check images for payment. The Bank currently offers the benefits and convenience of Mobile Deposit to you free. The Bank reserves the right to charge fees for Mobile Deposit in the future in our sole discretion. Such change will only be made after proper notification. To use Mobile Deposit, you must be a Bank account holder.

**ACCEPTANCE OF THESE TERMS** - Your use of Mobile Deposit constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time in our sole discretion. We will notify you of any material change via email or by posting notice of such change on our website(s) and such change shall be effective thirty (30) days following our provision of such notice. Your continued use of Mobile Deposit will indicate your acceptance of such change and the Agreement as revised by such change. Further, we reserve the right, in our sole discretion, to change, modify, add or remove portions from Mobile Deposit. Your continued use of Mobile Deposit will indicate your acceptance of any such changes to Mobile Deposit. In the event that an immediate change is needed to ensure the security of Mobile Deposit, we will post a notice

of any such change on our website. You may choose to accept or decline such changes by continuing or discontinuing use of Mobile Deposit.

**LIMITATIONS OF SERVICES** - When using Mobile Deposit, you may experience technical or other difficulties. We shall not be responsible for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue Mobile Deposit, in whole or in part, or your use of Mobile Deposit, in whole or in part, immediately and at any time without prior notice to you in our sole discretion.

**JOINT ACCOUNTS** - You understand and agree that to the extent permitted under applicable law each owner of a Bank account is jointly and severally responsible for all Mobile Deposit transactions that affect that account.

**PRODUCT ELIGIBILITY** - Mobile Deposit service is subject to product eligibility. Certain products such as Certificates of Deposit or Individual Retirement Accounts are not eligible to accept Mobile Deposits.

**ELIGIBLE ITEMS** - You agree to capture check images and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). You agree that the image of the check transmitted to the Bank (each such check image a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of the Uniform Commercial Code. You can only deposit Checks using Mobile Deposit; however, there are some items that you cannot deposit. These include:

- Checks payable to any person or entity other than you.
  - Checks payable to a business.
  - Checks stamped with a "non-negotiable" watermark
  - Checks that are issued to multiple parties other than joint account holders.
  - Checks containing any alteration of which you know or should have known or believe to be fraudulent or not authorized by the owner of the account on which the check is drawn.
  - Any Checks that are not in original form with a signature, such as substitute checks or remotely created checks.
  - Checks that are stale dated, dated more than six (6) months prior to the date of deposit.
  - Checks that are postdated, display a future date.
  - Checks written off an account at a financial institution located outside the United States.
  - Checks not payable in United States currency.
  - Checks that are otherwise not acceptable under the terms of your Bank account
- United States Savings Bonds

PLEASE NOTE: Any Check that you attempt to deposit using Mobile Deposit is subject to verification by us. We may reject an item for deposit for any reason and will not be liable to

you. In such a case, you will need to deposit the item using other means, such as visiting one of our branches.

**IMAGE QUALITY** - The image of an item transmitted to the Bank using Mobile Deposit must be legible and contain images of the front and back of the Check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image: the amount of the Check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line; and all other information placed on the Check prior to the time of an image of the Check is captured (such as any required identification written on the front of the Check and any endorsements applied to the back of the Check).

**YOUR RESPONSIBILITY** - You are solely responsible for the quality, completeness, accuracy, validity and integrity of the Check. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible Checks to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Checks to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Mobile Deposit, copy or reproduce all or any part of the technology or Mobile Deposit or interfere, or attempt to interfere, with the technology or Mobile Deposit. We and our technology partners, inclusive of, but not limited to, Fiserv, Inc., ITI Inc, and Mitek Systems, Inc., retain all rights, title and interests in and to Mobile Deposit, software and development made available to you.

**ENDORSEMENTS AND PROCEDURES** - You must endorse any item transmitted through Mobile Deposit as "FOR MOBILE DEPOSIT ONLY, Countryside Bank account # \_\_\_\_\_" or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of Mobile Deposit as the Bank may establish from time to time (the "Procedures"). Endorsements must be made on the back of the share draft or Check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a Check payable to you and any joint owner(s) of your Bank account, the Check must be endorsed by all such payees and you may only use Mobile Deposit to deposit such Check into a Bank account jointly owned by all such payees. If the Check is payable to you or your joint owner, either of you can endorse it. If the Check is made payable to you and any non-joint owner, you may not deposit the Check into your Bank account using Mobile Deposit.

**CUT OFF TIMES FOR DEPOSITS** - Deposits made via Mobile Deposit before 6 PM Central Time on a business day are considered deposited that same day. Deposits made after 6 PM Central Time on a business day will be considered deposited the next business day. A business day is Monday through Friday, excluding Federal holidays and as otherwise posted in our branches or at [bankcountryside.com](http://bankcountryside.com).

**RECEIPT OF ITEMS** - We reserve the right to reject any item transmitted through Mobile Deposit, at our discretion, without liability to you. We are not responsible for items we do not receive or for Check images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from the Bank that we have received the image. Receipt of such confirmation does not mean the transmission was error free or complete. Processing and/or transmission errors can occur after we acknowledge receipt that may impact transaction completion. Following receipt of such confirmation, the Bank will process the image by preparing a "substitute check" or clearing the item as an image.

### **AVAILABILITY OF FUNDS**

- Checks deposited that are less than \$25,000 will be available on the first business day after the business day of your deposit. Checks deposited that are \$25,000 or more will have \$200.00 available on the first business day after the business day of your deposit, and the remaining funds will be available on the second business day after the day of your deposit. Subject to the cutoff times described above.
- Checks are subject to verification by Countryside Bank and may be rejected for any reason without liability to you. If the Check is verified by Countryside Bank, the balance of the Check will be made available to you the second business day after the day of deposit in most cases.
- There are some reasons that you may have delayed availability. Please refer to Countryside Bank's Funds Availability Disclosure for more information.

**DISPOSAL OF TRANSMITTED ITEMS** - After you receive confirmation that we have received an image, and once you receive full credit for the Check, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. Destroying the Check prevents it from being presented for deposit another time. You will be liable for checks that are presented more than once. After destruction of the original check, the image will be the sole evidence of the original check. You agree that you will store the original check in a secure place until it is safely destroyed. You further agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

**RETURNED DEPOSITS** - Any credit to your account for Checks deposited using Mobile Deposit is provisional. If original Checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item including, but not limited to, any attorney fees incurred. Without our approval, you shall not attempt to deposit or otherwise re-negotiate an original check if it has been charged back to you.

**MOBILE DEPOSIT SECURITY** - You will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits.

You will notify us immediately by telephone at (708) 485-3100 and with written notice if you learn of any loss or theft of original checks. You can contact us at:

Countryside Bank  
ATTENTION: Loss Prevention Department  
6734 Joliet Road  
Countryside, IL 60525

You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

**COMPLIANCE WITH LAW** - You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

**COOPERATION WITH INVESTIGATIONS** - You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing upon request and further cost, any originals or copies of items deposited through Mobile Deposit in your possession and your records relating to such items and transmissions.

**DEPOSIT LIMITS** - We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using Mobile Deposit and to modify such limits from time to time in our sole discretion. Unless otherwise specified by the Bank, changes to such limits shall be effective immediately upon notice to you via email or the Bank's website. These limits may change from time to time without notice to you in our sole discretion. If you attempt to initiate a deposit in excess of these limits, we will reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. Currently, deposit limits are \$2,000 per item/\$2,000 per day.

**HARDWARE AND SOFTWARE** - In order to use Mobile Deposit, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Bank from time to time. The Bank is not responsible for any third party software you may need to use Mobile Deposit. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

**CONTINGENCY PLAN** - In the event you are unable to capture, balance, process, produce or transmit a check to the Bank, or otherwise comply with the terms or the procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest Bank

branch. The deposit of original checks at a branch of the Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

**TERMINATION OF MOBILE DEPOSIT** - If you do not wish to have Mobile Deposit available through your Mobile Device, contact any Branch representative to terminate Mobile Deposit services. Termination of Mobile Deposit will not affect your ability to use Internet Banking or Mobile Banking. You may also contact us by phone at (708) 485-3100 or by mail at:

Countryside Bank  
ATTENTION: Deposit Operations  
6734 Joliet Road  
Countryside, IL 60525

Instructions received via email will not be honored

**PRESENTMENT** - The manner in which the items are cleared, presented for payment and collected shall be in the Bank's sole discretion subject to the Depository Agreement and Disclosures governing your account.

## **WARRANTIES**

**OWNERSHIP AND LICENSE** - You agree that the Bank retains all ownership and proprietary rights in Mobile Deposit, associated content, technology and website(s). Your use of Mobile Deposit is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, the Bank may immediately terminate your right without prior notice to use Mobile Deposit upon any breach of this Agreement by you. Without limiting the restriction of the foregoing, you may not use Mobile Deposit (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the Bank's business interest, or (iii) to the Bank's actual or potential economic disadvantage in any aspect. Unless your Bank account is specifically designated by the Bank as a sole proprietor account, you may use Mobile Deposit only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide Mobile Deposit.

**DISCLAIMER OF WARRANTIES** - YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE (INCLUDING WITHOUT LIMITATION MOBILE DEPOSIT) AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE (TO INCLUDING WITHOUT LIMITATION MOBILE DEPOSIT) WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**LIMITATION OF LIABILITY** - YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING,

BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE (INCLUDING WITHOUT LIMITATION MOBILE DEPOSIT), REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

**ACCOUNTHOLDER'S INDEMNIFICATION OBLIGATION** - You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of Mobile Deposit and/or breach of this Agreement (including, but not limited to, any breach of the warranties, representations, or obligations contained in this Agreement). You understand and agree that this paragraph shall survive the termination of this Agreement.

**USER WARRANTIES AND INDEMNIFICATION** - You warrant to the Bank that:

- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or re-present the original item.
- All information you provide to the Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision