

# **BUCKLEY STATE BANK**

## **ONLINE BANKING SERVICE AGREEMENT**

This Agreement describes your rights and obligations as a user of the Online Banking Services. It also describes the rights and obligations of Buckley State Bank. Please read this Agreement carefully and keep it for future reference. A Personal Enrollment form, which is your application for our Online Banking Services, is also attached. It must be completed in full, signed, and returned to this office for review. If you qualify for enrollment, two e-mails will be sent to the e-mail address on your application – one with a **TEMPORARY USER ID** and one with a **TEMPORARY PASSWORD**. If your application for Online Banking access is denied, you will receive information regarding the results of our review and the basis for our determination.

Buckley State Bank may modify this agreement at any time by sending you notice at least 30 days in advance.

### **Definitions**

The following definitions apply in this Agreement. “You”, “Your”, and “Customer” refers to the person(s) or entity who establishes a Personal Online Banking Account with us or who uses or is authorized to use an Online Banking User Name (“ID”) and “Password” or other means of access we establish or approve. “We”, “Us”, or “Buckley State Bank” refers to Buckley State Bank, which offers the services and which holds the accounts accessed by the services. The term “Online Banking” is the Online-based service Providing access to your account(s) over the Internet by use of personal computer and modem or other device and/or means we authorize or allow under the terms set forth in this Electronic Services Agreement. Online Banking allows you to access accounts, transfer funds, make loan payments, and obtain information. “Time of day” references are to Central Standard Time or Central Daylight Time, as applicable.

### **Hours of Operation and Transaction Posting**

The Services are available 24 hours a day, seven days a week, except during special maintenance periods, which generally are scheduled between 11:00 p.m. Sunday night and 4:00 a.m. Monday morning. For purposes of transactions, Buckley State Bank’s business days are Monday through Friday, excluding holidays as determined by Buckley State Bank. All Online Banking transaction requests received after 2:00 p.m. on business days, and all transactions, which are requested on Saturdays, Sundays, or holidays on which Buckley State Bank chooses to remain closed, will be processed on the next business day. Buckley State Bank’s business day begins at 9:00 a.m.

### **Access to Services**

You will gain access to your Online Accounts through the use of your Internet-enabled device, your Internet Service Provider, your User ID and your Password. The website to access your account is <http://www.buckleystatebank.com>

**We may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 90-day period. If your account is considered inactive, you must contact us to have the service re-activated before you will be able to access your account. This service will cost you \$20.00 each time you have to be reactivated.**

### **Use of your Security Password**

Buckley State Bank will issue a temporary password for use during the initial login; then for security purposes, you are required to change your Password after the initial login. You determine what Password you will use and the identity of your password is not communicated to us. These codes are designed to protect the privacy of your financial information, but they will only work if you keep them confidential. You share them at your own risk. You agree that we are authorized to act on instructions received under your Online Banking ID and Password. Passwords must be between 8 and 17 characters and must contain both alpha and numeric characters.

After three (3) unsuccessful login attempts to use the Service, you must contact us to have your password reset or to obtain a new temporary password. You agree to assume responsibility for all transactions up to the limits allowed by applicable law.

### **Lost or Stolen Password**

If you believe your Online Banking ID and/or Password have been lost or stolen or that someone has used them without your authorization, call Buckley State Bank immediately at 217-394-2531 during normal business hours.

If you notify us of a loss, your liability for unauthorized transactions or payments will be as follows:

- If you contact us within two (2) business days of the loss or your discovery of the loss, you can lose not more than \$50.00 if someone used your Online Banking ID and Password without your permission.
- If someone used your Online Banking ID and Password without your permission, you could lose as much as \$500.00 if you do not contact us within two (2) business days after you learn of the loss and we can prove that we could have prevented the loss if you had contacted us.
- If your statement shows transfers or payments that you did not make, notify us at once. If you do not tell us within sixty (60) days after the first statement showing such a transfer

was mailed to you, you may not get back any funds lost after the sixty (60) days, if we can prove your contacting us would have prevented those losses.

- If you have given someone your Online Banking ID and Password or other means of access, you have authorized that person to effect transactions in your account, and you are responsible for all transactions that person performs. The above limitations do not apply. You also agree to sign an Affidavit of Loss. By signing such Affidavit, you agree to help the bank in prosecution of the person(s) responsible for such breach.

### **Irreconcilable Conflicts**

These terms supersede those of your deposit or loan account agreements to the extent they cannot be reconciled. You expressly waive any deposit account agreement requirements of one or more signatures for withdrawal when using our Online Banking Service. Any one of the persons authorized to make withdrawals from your deposit accounts is authorized to make transfers pursuant to our Online Banking Service, even if your account agreements provide that multiple signatures are required for withdrawal.

### **Online Banking Transactions**

The following online Banking Transactions may be performed:

- You may use our Online Banking Service to perform unlimited funds transfers from your Buckley State Bank checking accounts or savings accounts to other Buckley State Bank checking or savings accounts.
- You may also use our Online Banking Service to transfer from your Buckley State Bank checking or savings accounts to make regular loan payments.
- You may use our Online Banking to obtain information, such as daily or historical account balance information on your deposit accounts and loan accounts and copies of transactions.
- You may use our Online Banking to view and print your account statement

New Services may be introduced for Online Banking from time to time. Buckley State will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

### **Limits of Online Banking Transactions**

You must have enough money in any account from which you instruct us to make a transfer. Certain types of accounts including but not limited to savings and money markets have limited number of withdrawals that may be allowed in a specified period. These limitations are found in the Buckley State Bank “Customer Information (Truth in Savings Disclosure)”, “Electronic Fund Transfers”, Direct Deposit and Preauthorized Withdrawals-Your Rights and Responsibilities and

“Funds Availability Facts” that you received when you opened your deposit account and any subsequent amendments. You continue to agree to the items in the brochure and any subsequent amendments.

### **Limit of Buckley State Bank and Other Provider’s Responsibility**

Buckley State Bank agrees to make reasonable efforts to ensure full performance of Online Banking. We will be responsible for acting only on those instructions sent through online Banking, which are actually received, and cannot assume responsibility for malfunctions in communication facilities not under its control, which may affect the accuracy or timeliness of messages you send. Buckley State Bank is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information you receive from Buckley State Bank or Other Information Providers is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. Buckley State Bank is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any investment or other decision made using this information.

Neither Buckley State Bank nor other information providers are responsible for any computer virus or related problems, which may be attributable to services provided by any Access Service Provider.

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

### **Buckley State Bank’s Responsibility to its Customers**

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

- Complete an Electronic Funds Transfer as properly requested
- Cancel an Electronic Funds Transfer as properly requested

However, we will not be responsible for your losses:

- If, through no fault of Buckley State Bank, you do not have enough available money in your account from which a payment or transfer is to be made, or if the account has been closed or is not in good standing
- If your equipment was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction. If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction, or if you do not properly follow our instructions, or if you provide us with wrong or inaccurate information, or fail to correct or tell us about any inaccuracy of which you are aware
- If you do not instruct us soon enough for your transfer to be received and credited by the time it is due
- If there is a hold on your account, or if access to your account is blocked in accordance with banking policy
- If your funds are subject to legal process or other encumbrance restricting the transfer
- If you believe someone has accessed your accounts without your permission and you fail to notify us immediately or we believe the transaction requested is unauthorized
- If failure was caused by circumstances beyond our control (e.g., event of terrorism, fire, flood, power outage, equipment or technical failure) that prevent the transfer, despite reasonable precautions that we have taken

### **Your Responsibility and Liability**

You warrant that you will perform your obligations under this Agreement consistent with all applicable Bank rules and regulations, and that all information that you provide us is accurate, timely, and have been authorized by you. Use of these services is at your own risk. You are responsible for the installation, maintenance, and operation of your computer and browser software, anti-virus software and personal computer firewall. The risk of error, failure, or nonperformance is your risk and includes the risk that you do not operate the computer software properly. Undetected or un-repaired viruses may destroy your programs, files, and even your hardware. We encourage you to purchase and employ a reliable firewall on your computer that will protect your computer from intrusion while you are connected to the Internet. You are solely responsible for the proper installation, configuration, and maintenance of an intrusion detection system you may employ.

You acknowledge that you shall be fully responsible and liable for any transactions initiated under this agreement. You acknowledge that you are in the best position to monitor the use of the online Banking Service, avoid errors in transmitting transactions through the use of the online Banking

service, protect the confidentiality and secrecy of the passwords and govern the authority given to each authorized user.

Therefore, you agree that the Bank shall have no duty or obligation to verify information submitted by you in using the online Banking Service. Except to the extent that we are liable under the terms of this Agreement you agree to indemnify and hold the Bank, its officers, directors, agents and employees harmless from all claims, demands, judgments, expenses, liability, causes of action and damages, arising out of your use of the online Banking Service. Indemnification shall survive termination of this agreement.

### **Error Resolution**

In case of errors or questions about your transactions on Online Banking or if any statement you see shows transactions that you did not make or if you need more information about a transfer listed on the statement, call or write us as soon as possible at the following number or address listed below:

Address: Buckley State Bank  
PO Box 5  
Buckley IL 60918

Phone: 217-394-2531

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

Tell us your name and account number

Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information

Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we 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 the use of the money during the time it takes us to complete our 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 credit your account. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

### **Electronic Statements**

Upon activation of your Online Banking account you will be given the option to enroll in Electronic Statements during your initial log in. By choosing to receive Electronic Statements you are agreeing to the [Electronic Delivery of Bank Statements Consent and Agreement](#). **Accounts that do not accept or decline Electronic Statements during their initial log in will be automatically enrolled.**

### **Fees**

Buckley State Bank offers its basic Online Banking Service at no extra charge to our customers. The basic service includes, but is not limited to, account inquiries, historical transactions, and account transfers. Fees currently in effect and disclosed separately to you in connection with your accounts still apply. **If you request a paper statement in lieu of the electronic version, a monthly fee of \$3.00 will be assessed.**

### **Confidentiality**

We collect nonpublic information about you from some or all of the following sources:

- Information we receive from you on applications or other forms
- Information about your transactions with us, our affiliates, or others
- Information we receive from a consumer reporting agency

However, we do not disclose any nonpublic personal information about our customers and former customers to affiliates or non-affiliated third parties except as permitted by law.

We can disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers
- In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant
- In order to comply with government agency or court orders
- As explained in our separate privacy disclosures

### **Applicable Law**

This Agreement will be governed by, construed, and enforced according to the laws of the State of Illinois.

### **Other General Terms**

This Agreement is intended to supplement and not to replace other agreements between you and us relating to your Account(s), including, without limitation, our “Terms and Conditions of Your Account”, “Electronic Fund Transfers and Your Rights and Responsibilities”, “Your Ability to Withdraw Funds” and “Truth-In-Savings Disclosure” agreements. In the event of a conflict

between this Agreement and any other Account rules and agreements that apply to your Account(s) or the functions performed using Online Banking; this Agreement shall govern and prevail.

**Termination**

We may modify, suspend, or terminate your privilege of using Online Banking and may withhold approval of any transactions, at any time, without prior notice to you. In the event we terminate Online Banking, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable. If you wish to terminate your participation in Online Banking, you must notify us at least five (5) business days prior to the date you wish to terminate. Unless otherwise agreed, we will terminate the service on the 5<sup>th</sup> business day following our receipt of your notice. If your account is closed or restricted for any reason, Online Banking accessibility may be automatically terminated. In the event of termination, we may (but are not obligated to) immediately discontinue making previously authorized transfers and other transfers that were previously authorized but not yet made.

# BUCKLEY STATE BANK ONLINE BANKING ENROLLMENT FORM

DATE:	_____		
NAME:	_____	NAME:	_____
SOC. SEC. NO:	_____	SOC. SEC. NO:	_____
ADDRESS:	_____		
CITY:	_____		
STATE:	_____		
ZIP:	_____		
PHONE:	_____	PHONE:	_____
CELL PHONE:	_____	CELL PHONE:	_____
EMAIL ADDRESS:	_____	EMAIL ADDRESS:	_____
DATE OF BIRTH: (MM/DD/YYYY)	_____	DATE OF BIRTH: (MM/DD/YYYY)	_____
MOTHER'S MAIDEN NAME:	_____	MOTHER'S MAIDEN NAME:	_____

**The Online Banking Service may be setup/enabled with the following features:**

- Transfer Funds Between Eligible Accounts
- Review Transactions on Eligible Accounts
- Obtain Balance Information on Eligible Accounts
- Make Loan Payments
- View and print Eligible Statements

I have read and **“I AGREE”** to the terms of the [Online Banking Service Agreement](#) and the [Electronic Delivery of Bank Statements Consent and Agreement](#). These terms can be requested in print at the bank or found online at [www.buckleystatebank.com](http://www.buckleystatebank.com).

**Online banking accounts not accessed during a 90-day period will be removed from the online banking system. There will be a \$20 fee to reactivate an account previously removed for inactivity.**

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Official Use Only:

Approved: [ ] Date: \_\_\_\_\_

Denied: [ ] Officer: \_\_\_\_\_

PORT No: \_\_\_\_\_