



Online Banking Terms and Conditions

Welcome to Online Banking

The following terms and conditions apply when you use Grundy Bank (herein referred to as “Bank”, “we” or “us”) Personal Online Banking service. By enrolling in Personal Online Banking, you agree to these terms and conditions, which are in addition to those that apply to any accounts you have with us or any other services you obtain from us.

“You”, “Your”, and “Customer” mean each person who establishes a Personal Online Banking account with us or who uses or is authorized to use a User Name and Password or other means of access we establish or approve. The term “Personal Online Banking” means our Personal Online Banking services that you access over the internet by use of personal computer and modem or other device and/or other means we authorize or allow. Personal Online Banking allows you to transfer funds, access accounts, obtain account information, and perform other transactions. “Mobiliti” is Grundy Bank’s mobile device application that uses your mobile device to transfer funds, access accounts, obtain information and perform other transactions.

Personal Online Banking Username and Password. To access our Personal Online Banking service, you must use the User Name and/or other means of access established for your Personal Online Banking service at time of enrollment.

It is your responsibility to safeguard your User Name and Password created. These credentials are designed to protect the privacy of your financial information, but they will only work if you keep them confidential. Anyone to whom you give your Personal Online Banking User Name and Password or other means of access will have FULL access to your accounts even if you attempt to limit that person’s authority. Sharing your User Name and Password is done at your own risk.

Grundy Bank will not contact you to ask for your User Name or Password. If you are approached by anyone to provide your User Name and password, DO NOT PROVIDE THIS INFORMATION. Contact the bank immediately, as you could be the victim of attempted fraud or identity theft at (815) 942-0130, during normal business hours. After hours you may e-mail us at: info@grundybank.com or write to us at: Grundy Bank, Attn: Client Services Specialist, P.O. Box 520, Morris, Illinois 60450.

Personal Online Banking Account Owner Information. You must be the owner of this account(s) and you must have signature authority to be able to authorize Grundy Bank to establish Personal Online Banking and Mobiliti.

Personal Online Banking Transactions. You or someone you have authorized; by giving them your Personal Online Banking User Name and password or other means of access (even if that person exceeds your authority); can instruct us to perform the following transactions:

- Make transfers between your qualifying accounts to the extent authorized;
- Obtain information, such as daily or historical account balance information, that we make available about your qualifying accounts; and
- Obtain other services or perform other transactions that we authorize.

Limits on Online Banking Transactions. You must have enough money or credit 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 “Illinois Terms and Conditions”, “Electronic Fund Transfers Disclosure”, “Your Ability to Withdraw Funds”, “Truth-In-Savings Disclosure”, and “Fee Schedule” that you received when you opened your deposit account and any subsequent amendments to these documents. You continue to agree to the terms you received in your initial disclosures and any subsequent amendments.

Limitation on Liability Except as otherwise provided herein or by law, in no event will the bank be liable to you for any loss arising from the use of, or inability to use, this service, whether direct, indirect or consequential, foreseen or unforeseen, including loss of profits or other economic loss, or any other damage of any kind even if the bank has been advised of the possibility of such loss or damage.

We make no warranty to you regarding the computer software, including any warranty of merchantability or fitness for a particular purpose. We are not responsible for any errors or failures from any malfunction of your computer or the software. We are also not responsible for any damage to your computer, modem, telephone, or other property resulting from the use of Personal Online Banking, including damage from any electronic virus or viruses that you may encounter.

Our Liability for Failure to Complete Transfers. If we do not complete a transfer on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages.

However, there are exceptions. We will NOT be liable:

- If, through no fault of ours, you do not have enough available money in the account from which a transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a transfer because of insufficient funds, or if any transfer would go over the credit limit of any account.
- If your or our 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 the money in the account from which a transfer is to be made is subject to legal process or other claims that may restrict the transaction.
- If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.
- If failure was caused by an act of God, event of terrorism, fire, or other catastrophe, or by an electrical or computer failure or by other causes beyond our control, or if we have a reason to believe that the transaction requested is unauthorized.

Your Liability and Indemnity. 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 has 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 Personal Online Banking service, avoid errors in transmitting transactions through the use of the Personal 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 Personal 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 Personal Online Banking service. Indemnification shall survive termination of this agreement.

Business Days. Our business days are Monday through Friday, excluding holidays. We can process an internal Grundy Bank fund transfer on the same business day as your instruction, if we receive your instructions before our Personal Online Banking cut-off hour of 6:00 p.m. CST on a business day. If we receive your instruction after the cut-off hour of our business day, we will process the transaction on the next business day. If the date you request for a future transfer is not a business day, we will process the transaction on the business day immediately preceding the date you have requested. If you schedule a recurring funds transfer, and the transfer date does not exist in a month, the transfer will be processed on the last business day of the month.

Charges for Transactions. You agree to be charged for any applicable Personal Online Banking fees as listed in the Bank's fee schedule. We reserve the right to change our fee schedule from time to time and your account will be charged in accordance with the new fee schedule after giving you at least thirty (30) days notification.

Unauthorized Transactions or Loss or Theft of your Personal Online Banking User Name or Password. If you believe your Personal Online Banking User Name or Password or other means of access have been compromised or stolen or that someone has used them without your authorization, call us **immediately** at (815) 942-0130, during normal business hours. After hours you may e-mail us at: info@grundybank.com or write to us at: Grundy Bank, Attn: Client Services Specialist, P.O. Box 520, Morris, Illinois 60450. Contacting us by phone is the best way of reducing your possible losses, since not all e-mail may arrive at their destinations in a timely manner. **Please Note:** Because e-mail is not secure, do not include any of your account or social security numbers with your e-mail. Your name, address, daytime phone number and a brief message as to what the problem might be is all we will need.

If you notify us of a loss, your liability for unauthorized transactions 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 Personal Online Banking User Name and Password without your permission.
- If someone used your Personal Online Banking User Name 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 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 Personal Online Banking User Name 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. If you want to terminate that person's authority, you must change your Online Banking User Name and Password or other means of access or take additional steps to prevent further access by such person.

Error Resolution. In case of errors or questions about your transactions on Personal Online Banking or if any statement you see shows transactions that you did not make, call or write us as soon as you can at (815) 942-0130 or Grundy Bank, Attn: Client Services Specialists, P.O. Box 520, Morris, Illinois 60450. We must hear from you no later than sixty (60) days after we communicated the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the 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.
- Tell us the date and dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within ten (10) business days. Generally, we will tell you the results of our investigation 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) calendar 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 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. If we decide that 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 documents that we used in our investigation.

Stop Payments. You can request a Stop Payment online. The use of your User Name and Password to enter the Personal Online Banking service and send a request to stop the payment will be considered by the Bank to be your authorization to do so. Stop Payments are not guaranteed, but the Bank will attempt to honor your request for items not already accepted for processing. You hereby warrant that the information you enter describing the item including, but not limited to its exact amount, the check number and payee is correct. You understand that the EXACT information concerning the item is necessary for the stop payment to be made. If you give the Bank any incorrect information, the Bank will not be responsible for failing to stop payment on the item. You must save the stop payment confirmation number as verification of the request. Stop Payments are effective for six (6) months from the date you place the stop payment online. You will incur stop payment charges as disclosed in the current fee schedule for the applicable account.

Your Usage and Responsibilities. You warrant and covenant that you will use the Bank's Personal Online Banking services for consumer, personal, family, or household purposes. You acknowledge that changes in technology, software, Bank policies and procedures, or other developments may require modifications to (or new or additional) your hardware which you will be solely responsible for upgrading at your sole cost and expense if you desire to make continued use of the Bank's Personal Online Banking services.

Miscellaneous. Any required notice or other communication will be addressed to you at the address on file with the Bank. You are responsible for notifying the Bank of any change in your postal or e-mail address.

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 Personal Online Banking, this Agreement shall govern and prevail.

Third Parties. You understand that third parties other than us provide support and services relating to Personal Online Banking, and you authorize us to contract with third parties to provide such support and service. You release us from any liability for failures, act, or omissions of any third-party system operator including, but not limited to, unauthorized access or theft or destruction of your information or instructions. We have procedures to protect confidential information about you, your accounts, and your transactions. When we share information with third parties in order to affect your transactions, we require them to sign a contract agreeing to use the information only for the required purposes. Our information practices are fully detailed in the Grundy Bank Privacy Policy.

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

Amendment. We may amend this Agreement at any time. Notice will be sent to you at your current address in our files. Amendments will be effective upon the date indicated in the notice.

Termination. We may modify, suspend, or terminate your privilege of using Personal Online Banking and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate Personal Online Banking, we will try to notify you in advance but are not required to do so. You will be notified as soon as practical. If you wish to terminate your participation in Personal Online Banking, you must notify us at least ten (10) business days prior to the date you wish to terminate. Unless otherwise agreed, we will terminate the service on the 10th business day following our receipt of your notice. Termination shall not affect the rights and obligations of the parties for transactions made with the Personal Online Banking before we have had a reasonable time to respond to your termination request. You must cancel all future funds transfers, whether recurring or individual transfers, when you terminate Personal Online Banking or we may continue to process such payments. For security reasons, your Personal Online Banking will automatically delete your User Name if you do not login every 120 days. To be re-activated for online banking once you have been automatically deleted, there will be a charge of \$5.00 for each occurrence.