MUNICIPAL TRUST AND SAVINGS BANK
PERSONAL ACCOUNTS

Personal Online Banking Agreement and Disclosure Statement and Agreement to Receive Electronic Communications

The following terms and conditions apply when you use Municipal Bank's (herein referred to as "Bank", "we" or "us") Online Banking Service ("Service" or "Services"). By enrolling in this Service, you agree to these terms and conditions and any revisions and amendments thereto in electronic form, which are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You also agree that any contract you enter into with Bank for the provision of certain Online Banking services or services associated with Online Banking, may be in electronic form, and that certain information that may be delivered in connection with the Services may also be in electronic form. While you may print and retain a copy of the agreement or any information provided to you in relation to the Service, we may only provide these documents electronically. You have the right to withdraw your consent to receive information electronically. However, because the information is only provided in electronic format, your withdrawal of consent will terminate all the Services.

This Agreement is also subject to applicable federal laws and the laws of the State of Illinois (except to the extent this Agreement can and does vary from such rules or laws). If any provisions of this Agreement are found unenforceable or invalid, all remaining provisions will continue in full force and effect. The headings in the Agreement are for convenience or reference only and will not govern the interpretation of the provisions.

"You", "Your", "User", and "Customer" mean each person who establishes an 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. The term "Online Banking" means our Online Banking services that you access over the Internet by use of a personal computer and modem or other device and/or other means we authorize or allow. Online Banking allows you to access accounts, obtain balance information, transfer funds, and view statements.

(A) ONLINE BANKING ID AND PASSWORD

To access our Online Banking service, you must use the ID and/or other means of access we establish or provide for your Online Banking Customer Account together with a Password. To obtain these, you will need to complete an Online Banking Application. Applications are available online or at any of our branches.

You agree to keep your Online Banking ID, user name, password, and any other security or access information (collectively, "**Access Information**") confidential to prevent unauthorized access to your account(s) and to prevent unauthorized use of the Services. We recommend that you memorize your Access Information and do not write it down. You agree not to give or make available your Access Information to any unauthorized individual.

The following security measures are taken to ensure confidentiality and protection of your data. Your account will be locked out after three incorrect PIN attempts and automatic log-off after 15 minutes of inactivity. In addition to system security measures, it is your responsibility to safeguard the ID and Password we provide. When choosing a password refrain from choosing something that would be easily guessed and consider changing it periodically. 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. Anyone to whom you give your Online Banking ID and Password or other means of access will have FULL access to your accounts even if you attempt to limit that person's authority.

Municipal Bank will not contact you to ask for your user ID or Password. If you are approached by anyone to provide your user ID or Password**, DO NOT PROVIDE THIS INFORMATION**. Contact the Bank immediately, as you could be the victim of attempted fraud or identity theft.

(B) 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 the Bank to establish Online Banking.

(C) PERSONAL ONLINE BANKING TRANSACTIONS

You, or someone you have authorized by giving them your Online Banking ID and Password or other means of access (even if that person exceeds your authority), can perform the following transactions:

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

(D) BILL PAY SERVICES
With Bill Pay, you can arrange for the payment of your current, future, and recurring bills from a designated Bank checking account. The maximum payment amount is determined by funds availability in your designated account. You can pay any merchant or individual approved through Bill Pay, except federal, state and local tax agencies. When Bill Pay receives payment instructions, payments will be remitted on your behalf from the funds in your designated Bank checking account. We cannot make changes after the payment is processed. Any payments made with Bill Pay require sufficient time to be processed. Bank shall not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. Insufficient funds will result in a $20.00 NSF fee from CheckFree in addition to the Bank's NSF fees. You are responsible for any loss or penalty that may occur due to a lack of insufficient funds or other conditions that may prevent the withdrawal of funds from your account.

(E) Alerts Terms and Conditions
Use of the Alerts service is at your own risk. Municipal Bank provides the messages from this free service to you on an "as is" basis. Municipal Bank makes no warranties for this service of any kind, express or implied.

Alerts. Your enrollment in Municipal Trust and Savings Bank's Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Municipal Trust and Savings Bank account(s). Alerts are provided within the following categories:

- **Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.**

- **Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.**

- **Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the Alerts menu within Municipal Trust and Savings Bank's Online Banking and Alerts menu within Municipal Trust and Savings Bank Mobile Banking.**

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts though your mobile device. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. Municipal Trust and Savings Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Municipal Trust and Savings Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, **text "STOP" to 99588 at anytime.** Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **Municipal Trust and Savings Bank's** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to **99588**. In case of questions please contact customer service at **815-935-8000**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Municipal Trust and Savings Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **Municipal Trust and Savings Bank**'s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **Municipal Trust and Savings Bank**, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

Under no circumstances shall the Bank be liable to you for incidental, consequential, special or punitive damages, including but not limited to loss of business, lost opportunities/profits, investment losses, finance charges, or other economic damages resulting in your use or reliance upon, in any way, the information contained in the free messages, whether the claim for damages is based on warranty, contract, tort, or any other legal theory, and whether or not Municipal Bank is advised of the possibility of such damages.

(F) MOBILE BANKING

With Mobile Banking, you can access your online banking and bill pay services through a mobile device. Mobile Banking is available through you Online Banking service and you must agree and abide by the Terms and Conditions for Mobile Banking.

(G) LIMITS ON ONLINE BANKING TRANSACTIONS

You must have enough money or credit in any account from which you instruct us to make a payment or 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 your "Deposit Account Agreement and Disclosure" that you received when you opened your deposit account and any subsequent amendments. You continue to agree to these items in the disclosure and any subsequent amendments.

(H) 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, mobile device, or other property resulting from the use of Online Banking, Bill Payment, or Mobile Banking including damage from any electronic virus or viruses that you may encounter.

(I) 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.** Municipal Bank Disclosure: "**Electronic Funds Transfers Your Right and Responsibilities" and "Your Ability to Withdraw Funds".**

<u>**We will NOT be liable**</u>:

- 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 you do not instruct us soon enough for your transfer to be received and credited by the time it is due.
- 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.

(J) 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/or mobile device and browser software, anti-virus software and 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 deploy anti-virus software and a reliable firewall on your computer that will protect your computer from intrusion while you are connected to the Internet. We also encourage you to deploy anti-virus software on your mobile device. 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, liability, causes of action, damages and expenses (including court costs and reasonable attorneys fees) at user's sole expense, arising out of your use of the Online Banking service. Indemnification shall survive termination of this agreement.

(K) BUSINESS DAYS

Our business days are Monday through Friday, excluding Holidays. We can process a fund transfer on the same business day as your instruction if we receive your instructions before our Online Banking cut-off hour of 5:00 p.m. Central Time 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 payment date does not exist in a month, payment will be processed on the last business day of the month.

(L) STATEMENTS

Your Online Banking transfers will be indicated on the statements we provide.

(M) CHARGES FOR TRANSACTIONS

We currently do not charge for Online Banking transactions. We reserve the right to charge for Online Banking transactions and your account will be charged in accordance with the new fee schedule after giving you at least twenty-one day (21) notification.

(N) UNAUTHORIZED TRANSACTIONS OR LOSS OR THEFT OF YOUR PERSONAL ONLINE BANKING ID OR PASSWORD ON PERSONAL ACCOUNTS ONLY

If you believe your Online Banking ID 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) 935-8000, during normal business hours or write to us at: Municipal Bank Attn: Online Banking, P.O. Box 146; Bourbonnais, IL 60914. Contacting us by phone is the best way to 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 that $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 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.

(O) ERROR RESOLUTION ON PERSONAL ACCOUNTS ONLY

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 815-935-8000 or write Municipal Bank PO Box 146, Bourbonnais, IL 60914. We must hear from you no later than sixty-days (60) 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.

(P) YOUR USAGE AND RESPONSIBILITIES
You warrant and covenant that you will use the Bank's 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 Online Banking services.

User further agrees:

- Transmission of confidential information is at user's sole risk;
- **In the event your accounts are not accessed for 60 days, your online access will be terminated. There is a $5.00 reactivation fee to reestablish your account if it is terminated for inactivity.**

(Q) MISCELLANEOUS
Any required notice or other communication will be addressed to you at the address or email address on file with the Bank. **<u>You are responsible</u>** for notifying the Bank of any change in your postal address or email address.

(R) 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 "Deposit Account Agreement and Disclosure", "Electronic Fund Transfers and Your Rights and Responsibilities", "Your Ability To Withdraw Funds", "Regulation CC Funds Availability Disclosure", "Rate and Fee Schedule", and "Regulation E 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.

(S) THIRD PARTIES
You understand that third parties other than us provide support and services relating to 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 effect 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 our Privacy Policy.

(T) APPLICABLE LAW
This Agreement will be governed by, construed and enforced according to the laws of the State of Illinois.

(U) AMENDMENT
Municipal Bank reserves the right to modify these terms and conditions at any time, effective upon publication.

(V) INACTIVITY/TERMINATION
We may modify, suspend, or terminate your privilege of using Online Banking (including the Bill Payment Service) and may withhold approval of any transaction, 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 ten (10) business days prior to the date you wish to terminate by calling Municipal Bank at (815) 935-8000 or by writing a letter and sending it to: Municipal Bank, PO Box 146, Bourbonnais, IL 60914. Unless otherwise agreed, we will terminate the service by 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 Online Banking before we have had a reasonable time to respond to your termination request. **<u>You must cancel all</u>** future funds transfers, whether recurring or individual payments, when you terminate Online Banking or we may continue to process such payments until your Bill Pay service is terminated. When Bill Payment is terminated, any pre-scheduled bill payments made through Online Banking will also be terminated. Your final charge for Bill Payment Service, if applicable, will be assessed at the end of the month.

For your security, your Online Banking access (including the Bill Payment Service) will be automatically removed if there is no activity, which includes logging in, within a 60-day period. A $5.00 reactivation fee will be assessed to re-establish the account.

SECURITY STATEMENT

This Online Banking Solution brings together a combination of industry-approved security technologies to protect data for the bank and for you, our customer. It features password-controlled system entry, Multifactor Authentication (MFA), a VeriSign-issued Digital certificate authentication of the client's browser and the web server, Secure Sockets Layer (SSL) protocol for data encryption and routers, firewalls, intrusion detection systems and the monitoring of the network and network components.

Secure Access and Verifying User Authenticity

To begin a session of Online Banking the user must key in an Access ID and password. The Online Banking Solution uses a "three strikes and you're out" lockout mechanism to deter users from repeated login attempts. After three unsuccessful login attempts, the system locks the user out, requiring either a designated wait period or a phone call to the bank to verify the password before re-entry into the system is permitted. Upon successful login, the Digital ID from VeriSign, the experts in digital identification certificates, authenticates the user's identity and establishes a secure session.

Secure Data Transfer

Once the Online Banking session is established, the user and the server are in a secured environment. Because VeriSign has certified the server as a 128-bit secure server, data traveling between the user and the server is encrypted with Secure Sockets Layer (SSL) protocol. With SSL, data that travels between the bank and customer is encrypted and can only be decrypted with the public and private key pair. In short, the bank's server issues a public key to the end user's browser and creates a temporary private key. These two keys are the only combination possible for that session. When the session is complete, the keys expire and the whole process starts over when a new accountholder starts an Online Banking session.

Router and Firewall

Requests must filter through a router and firewall before they are permitted to reach the server to access Online Banking. The router and firewall work in conjunction to block and direct traffic coming to the Online Banking server. The configuration begins by disallowing ALL traffic and then opens holes only when necessary to process acceptable data requests, such as retrieving web pages.

Using the above technologies, your Online banking transactions are secure.

Municipal Bank's eNotification Usage Agreement

Municipal Bank's ("we" or "us") eNotification service terms are set forth below. We will use information collected from you only as necessary to assist in processing eNotifications. PLEASE READ THE FOLLOWING CAREFULLY.

- **Use of eNotification.** By accepting the eNotification Usage Agreement, you authorize Municipal Bank to deliver your statements and notices to you via Online Banking. It also means that you agree to receive online any legal notices and other information affecting your account(s) that would otherwise have been included with your paper statement, including, but not limited to, account agreements, fee schedules, privacy and other regulatory notices, and amendments to any of those documents. To access your eNotifications, you must be a registered user of our Online Banking service. You also agree that any contract you enter into with Bank for the provision of certain Online Banking/eNotification services or services associated with Online Banking, may be in electronic form, and that certain information that may be delivered in connection with the Services may also be in electronic form. Once enrolled in eNotifications you will no longer receive paper statements or notices. When your eStatements are available, you will receive an email notification to the email address on file with Municipal Bank. Any account statement/notice posted will be considered delivered on the day that it was first made available to you for viewing. Regardless of your receipt of email notification, you agree that our posting of your statements/notices on the Online Banking Web site constitutes delivery of your periodic account statement and/or account notices. You agree to log on to Online Banking at least once a month to review your statements and notices. You can request we provide a paper statement or notice in addition to your eNotification by contacting the bank at 815-935-8000; a $5.00 processing fee will apply.

2. **Security of Site.** Municipal Bank utilizes Online Banking to deliver your eNotification which brings together a combination of industry-approved security technologies to protect data for the bank and for you, our customer. It features password-controlled system entry, Multifactor Authentication (MFA), a VeriSign-issued Digital certificate authentication of the client's browser and the web server, Secure Sockets Layer (SSL) protocol for data encryption and routers, firewalls, intrusion detection systems and the monitoring of the network and network components.

3. **Registration**. When registering with eNotification, you represent and warrant that:
    - You are 18 years old or older;
    - Your registration with Municipal Bank and use of eNotification will not violate any local, state, national or international laws or regulations.
4. **Hardware and Software Requirements.**
    - A computer with internet access
    - Adobe Reader
        - Internet browsing software (for example, Microsoft Internet Explorer, Google Chrome, or Firefox)

    Note: To protect the confidentiality and security of your financial information, you must connect to the Online Banking Site using an Internet browser that supports TLS 1.2 or higher. Use of the Services with lower than TLS 1.2 is strictly prohibited. To the extent you are able to access the Services using lower than TLS 1.2, we specifically disclaim any and all responsibility for losses resulting from your use of such lower encryption. We may change these requirements from time to time.
5. **In Case of Errors or Questions About Your Electronic Statement/Notice.** Telephone us at **(815) 935-8000**, or write us at **Municipal Bank, Accounting Services, P.O. Box 146, Bourbonnais, IL 60914** as soon as you can, if you think your statement or notice is wrong or if you need more information about your account.
6. **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 loss resulting from a cause over which we have no control, including, but not limited to, errors or failures from any malfunction of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, natural disasters, wars or government restrictions. We are also not responsible for any damage to your computer, modem, telephone, or other property resulting from the use of Online Banking/eNotification, including damage from any electronic virus or viruses that you may encounter.
7. **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 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 anti-virus software and 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.

    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, liability, causes of action, damages and expenses (including court costs and reasonable attorneys fees) at user's sole expense, arising out of your use of the Online Banking service. Indemnification shall survive termination of this agreement.
8. **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 "Deposit Account Agreement and Disclosure", "Electronic Fund Transfers and Your Rights and Responsibilities", "Your Ability To Withdraw Funds", "Regulation CC Funds Availability Disclosure", "Rate and Fee Schedule", "Regulation E Disclosure" and "Online Banking" 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 eNotifications; this Agreement shall govern and prevail.
9. **Address Changes.** You agree to promptly update your e-mail address information through Online Banking when an e-mail address change occurs. If your electronic email notification is returned as undeliverable, an attempt will be made to contact you. You understand that if you do not receive an email notification, it does not release you from the responsibility to review your electronic statement promptly and notify the bank of any errors within 60 days of the statement date.
10. **Applicable Law.** This Agreement will be governed by, construed and enforced according to the laws of the State of Illinois.
11. **Termination or Discontinuation.** In the event you wish to discontinue this service, you must notify the bank in writing of your intent to discontinue service. Notification can be dropped off at any location or mailed to Municipal Bank; PO Box 146; Bourbonnais, IL 60914. We may terminate service to you at any time and/or revoke your right to use software. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement. If this is a feature of a particular account we reserve the right to convert this account to another type of account with similar features or to charge your account a fee for paper statements as stated in our Account and Fee Schedule.
12. **Amendment.** Municipal Bank reserves the right to modify these terms and conditions at any time, effective upon publication.