



## Personal Online Banking Agreement and Disclosure Statement

This Agreement states the terms and conditions that 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 an Online Banking Access ID ("ID") 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 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 Access ID and Password.** To access our Personal Online Banking service, you must use the Access ID and/or other means of access we establish or provide for your Personal Online Banking service along with a password. To obtain these, you will need to complete a Personal Online Banking application which are available at any of our branch locations or you can also enroll online at [www.grundy.bank](http://www.grundy.bank).

It is your responsibility to safeguard the Access ID and password created. These codes 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 Access 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. Sharing your Access ID and password is done at your own risk.

Grundy Bank will not contact you to ask for your Access ID or Password. If you are approached by anyone to provide your Access ID 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@grundy.bank](mailto:info@grundy.bank) 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 the Bank to establish Personal Online Banking Mobiliti.

**Personal Online Banking Transactions.** You or someone you have authorized; by giving them your Personal Online Banking ACCESS ID 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 twenty-one (21) days notification.

**Unauthorized Transactions or Loss or Theft of your Personal Online Banking Access ID or Password.** If you believe your Personal Online Banking Access 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) 942-0130, during normal business hours. After hours you may e-mail us at: [info@grundy.bank](mailto:info@grundy.bank) 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 Access ID and password without your permission.
- If someone used your Personal Online Banking Access 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 Personal Online Banking Access 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. If you want to terminate that person's authority, you must change your Online Banking Access ID 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 Access ID 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 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 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 10<sup>th</sup> 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 Access ID 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.

## **Grundy Bank Bill Payment Agreement & Disclosures**

Use of the Bill Payment Service indicates acceptance of terms and conditions set forth in the Online Banking Agreement & Disclosures and the terms and conditions set forth in this Bill Payment Agreement & Disclosures ("Agreement") as each may be jointly and/or independently amended from time to time. This Agreement is provided in electronic form, and by using the Bill Payment Service you agree to accept the Agreement in that form. Please read the Agreement carefully because it is our legal agreement with you that governs your use of our Bill Payment Service.

**Introduction.** The Bill Payment Service allows you to schedule payments through the Internet for current, future, and recurring bills from your checking account with us.

You may use our Bill Payment Service to direct us to make payments from your designated checking account to the Payees you choose in accordance with this Agreement. The terms and conditions of this Agreement are in addition to the agreements, disclosures and other documents in effect from time to time governing your deposit account with us, including the Deposit Account Agreement & Disclosures ("Deposit Agreement"), and the Online Banking Agreement & Disclosures.

"Bill Payment Service" and/or "Service" means the bill payment service that Grundy Bank makes available over the Internet with Paytraxx and is also a Service under the Agreement. "Bank", "we", "our", or "us" means Grundy Bank. "Account" means the deposit account you designate to process Bill Payment transactions through. "Payee" or "Merchant" means anyone you designate and we accept as a payee. "Payment" means your remittance to a payee.

**Requirements & Restrictions.** Payments are processed Monday through Friday at 1:00 PM Central Time. The first payment to your merchant and/or individual using our Bill Payment Service must be scheduled at least five (5) business days prior to the due date to allow adequate time for the Payment to reach the payee.

We are not responsible if a Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant.

We will remit the funds to the Payee on your behalf from the funds in your designated Account, on the day you have instructed them to be sent ("Payment Date"). We are not obligated to pay funds from your Account if the available Account balance is insufficient to cover the Payment. Funds for ALL bill payments, whether paid electronically or by check, will be withdrawn from your Account no later than three (3) business days following the Payment Date.

Requirements for dual signatures on checks do not apply to the Bill Payment Service.

**Payee Designation.** You can use the Bill Payment Service to make payments to almost any Payee or Merchant you want, including individuals, local service providers, utilities, credit cards, or to make mortgage or loan payments, or charitable donations, etc. The Bill Payment Service cannot be used to make payments for the following:

- Tax payments to the Internal Revenue Service or any state, local or other government agency;
- Court-ordered payments such as child support or alimony; and
- Payees located outside of the United States.

**Making/Scheduling Payments.** You may use the Bill Payment Service to authorize recurring payments or non-recurring payments. Recurring payments are payments that you schedule in advance to recur at substantially regular intervals in the same amount to the same Payee. Recurring Payments may be scheduled for up to ten (10) years. Non-recurring Payments are a single, one-time Payment to a specified Payee. Non-recurring Payments may be scheduled to be initiated up to eighteen (18) months in advance.

We limit the amount of each individual Bill Payment transaction to 2,500.00

Payments are processed Monday through Friday at 1PM Central Time, except on Federal holidays. If you attempt to schedule a Payment on a weekend or Federal holiday, you will be prompted to select a different date, or the Payment will be processed on the preceding business day if it is an auto recurring Payment. The Payment method

may be electronic or by check. The first Payment to a Merchant must be scheduled at least five (5) business days prior to the due date for each Payment (recurring or variable) to allow adequate time for the Payment to reach the Payee. The due date is the date the Merchant has designated for payment, and should not be adjusted for any grace period or late date accommodations the Merchant may provide. Once the Service has been notified whether a Merchant accepts electronic payments or requires a paper check, after making the first Payment to that Merchant, the Service will display a message indicating that the Merchant requires either a two (2) day lead time for an electronic payment, or a five (5) day lead time if a paper check sent by regular mail is required.

Any Payments made with the Bill Payment Service require sufficient time for your Payee to credit your Account with them properly. To avoid incurring a finance charge or other charge, you must schedule a Payment sufficiently in advance of the due date of your Payment. If you fail to schedule your Payment according to the recommended timeframe, we will not be responsible for the late fees or finance charges. We will not be liable if any third party, through whom any Payment is made, fails to properly transmit the Payment to the intended Payee.

You agree to have available collected funds on deposit in the Account you designate in amounts sufficient to pay for all Payments requested, as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in your designated Account and we have not exercised our right to reverse or reject a Payment, you agree to pay for such payment obligations on demand. You further agree that we, at our option, may charge any of your accounts with us to cover such payment obligations.

**Change or Delete Payments/Stop Payments.** Any Payment can be changed or cancelled; provided you access the Service prior to 1PM Central Time on the business day the Payment is going to be processed.

We shall not be liable to you due to a stop payment request if your order to do so is not presented prior to the time the check has cleared. Once the Payment has cleared, you can no longer stop payment.

**Payment Guarantee.** If all Payment guidelines were followed and a Payment is still posted late to your Account with a Merchant resulting in a late fee, at our discretion, we will make an attempt to have the Merchant waive the late fees. If the Merchant is unwilling to waive late fees, up to \$50 in late fees assessed by the Merchant will be covered by us. However, due to factors beyond our control such as the U.S. Mail and payment processing at the Merchant, it is not guaranteed that a Payment will post on the fifth business day (or second, if issued electronically). It is imperative to note that Merchant grace periods are not taken into consideration, and if adequate lead time prior to the payment due date was not allowed by you in scheduling the Payment, this Guarantee is void.

**NOTE:** If the Merchant is not willing to discuss late fees or status of the account with us, you will be notified and advised that the Merchant requires your authorization before further discussions can occur between us and the Merchant.

**Liability.** You are solely responsible for controlling the safekeeping of and access to your Bill Payment information. You are liable for all transactions you make, or that you authorize another person to make, even if that person exceeds his or her authority. If you want to terminate another person's authority, you must change your Online Banking login password. In the event that you have experienced unauthorized access to our Bill Payment, you must notify us of the unauthorized access, identify any Payments made or potential Payments scheduled, and change your login information.

You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. We are not responsible for a Payment that is not made if you did not properly follow the instructions for making the Payment. We are not liable for any failure to make a Payment if you fail to promptly notify us after you learn that you have not received credit from a Payee for a Payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.

In any event, we will not be liable for any special, indirect, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

**Inactivity.** If you do not access or use the Bill Payment Service for a period of more than ninety (90) days your access will be terminated without notice to you.

**Termination.** We reserve the right to terminate your use of Bill Payment at any time without prior notice to you.

If, for any reason, you should want to terminate your use of our Bill Payment Service, we recommend that you cancel all future Payments and transfers at the same time you terminate the Service, either by deleting the Payments yourself or by contacting the Bank as stipulated below. We will delete all outstanding payments (both one-time and recurring), as part of your Service termination.

We are not responsible for any fixed Payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any and all Payments made by us on your behalf through the Bill Payment Service.

Should you opt to discontinue any of the Accounts or Services to which this Agreement pertains, written notice must be provided to us immediately at the following address.

**Grundy Bank  
201 Liberty Street  
Morris, IL 60450**

**Agreement, Assignment & Amendment.** We may assign this Agreement to any affiliate, parent or other company. We may also assign or delegate certain of its rights and responsibilities under this Agreement to such third parties as we may elect upon notice to you whereupon we shall be released from any and all further liability or responsibility related thereto.

We reserve the right to amend or cancel any of the provisions of this Agreement, including changes to any fees, costs, or assessments. We may amend or cancel any provision or charge by disclosing the change electronically, and, at our option, by sending you notification in addition thereto. We will provide notice of thirty (30) days of any changes (or such lesser period as may be allowed by applicable law) unless an immediate change is necessary to maintain the security of the system. You may choose to accept or decline amendments, cancellations or changes by continuing or discontinuing the accounts or services to which these changes relate, at your option. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations.

**Terms and Conditions for Mobile Banking.** Thank you for using the Mobile Money Services ("Services") and any related Software ("Software") provided by Grundy Bank ("Financial Institution") combined with your handheld's text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and billpay services of which the Service is a part. Financial Institution in its discretion may modify these Terms and Conditions at any time. **Standard messaging charges apply.**

**Program.** Financial Institution offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship with Financial Institution as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.

**Questions.** You can contact us at [www.grundy.bank](http://www.grundy.bank) or (815)942-0130, or send a text message with the word "HELP" to this number: 72080. We can answer any questions you have about the program.

**To Stop the Program.** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 72080. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages. The Services and/or Software may not be available at anytime for any reason outside of the reasonable control of Financial Institution or any service provider

**Privacy and User Information.** You acknowledge that in connection with your use of the Services, Financial Institution and its affiliates and 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 the Services or Software (collectively “User Information”). The Financial Institution and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services 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. The Financial Institution and its affiliates and service providers also reserve the right to monitor use of the Services and 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 the Services and 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 foregoing, you agree that you will not use the Services and 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 Financial Institution (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 Financial Institution or any third-party service provider involved in the provision of the Services; or (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), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), 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 interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Financial Institution, any third-party service provider involved in providing the Services, 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: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party’s account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.



## **Terms and Conditions for Electronic Statements (eStatement)**

The Electronic Signatures in Global and National Commerce Act, commonly called the E-Sign Act, allows a financial institution to provide consumer disclosures, such as deposit and loan account statements, by means of "electronic communication."

The terms "you" and "your" refer to each person who consents to receive delivery of his or her deposit account statement in the form of electronic communication. The terms "we," "us," and "our," refer to Grundy Bank.

**Grundy Bank "eStatement".** With a Grundy Bank checking account and/or savings account, you will receive a notification via e-mail that your statement is available to view from our Internet Banking Site. You will have the ability to print your statement and images (if available) as well as save them or download them to your personal computer.

**By signing the Consent Agreement to Electronic Delivery of your Grundy Bank eStatement ("Agreement") below, you authorize us to e-mail you at your "electronic address" a notification that your statement is ready to be viewed through our Online Banking site at [www.grundy.bank](http://www.grundy.bank). You also agree to comply with the terms and conditions of this Agreement.**

**Definitions.** The following terms are used in this Agreement and have the following meanings:

- **"eStatement"** is a visual text of your deposit account statement and check images displayed on your personal computer monitor.
- **"Electronic Communication"** means a message transmitted electronically between you and us.
- **"Electronic Address"** is your e-mail address, which is not limited to receiving electronic communications transmitted solely by us.

**eStatement Computer Requirements.** To receive and retain your Grundy Bank eStatement, you will need a personal computer with Internet access using the most current supported version of Microsoft Internet Explorer, E-mail capability and Adobe Reader for viewing of your statement. If you do not have Adobe Acrobat Reader you can download it for free from <http://www.Adobe.com/products/acrobat>.

**eStatement Transmission.** We will notify you that your eStatement is available to the electronic address you have provided below on the first business day following your statement cut-off. You will be directed to our Online Banking site where you will login and retrieve your eStatement for viewing and or printing. If your statement cut-off date falls on a Saturday, Sunday or holiday we will send the notification on the next business day following your statement cut-off date. You will receive the notifications to your electronic address for three consecutive business days.

**Electronic Address.** You agree to provide us a current electronic address for transmission of your eStatement and to promptly notify a Client Services Specialist at (815)942-0130 of any changes to your electronic address.

**Right to Withdraw Consent.** You have a right to cancel this Agreement and withdraw your consent to receive your eStatement notification to your electronic address. Please complete the applicable section below and mail to: Grundy Bank, Attn: Client Services Specialist, 201 Liberty St., Morris, IL 60450 or FAX to (815)941-3519.

**eStatement Fees and Charges.** There are no fees or charges to transmit your eStatement notification or for terminating this Agreement.