Marseilles Bank

Dear Business Customer:

Enclosed is an application and our Online Banking Agreement and Disclosure If you would like to be enrolled in our free online banking services, please read over the agreement and fill out the application. We now also offer a free Mobile Banking app! Just search "Marseilles Bank" in the app store.

Also included is a very important signature page. Anyone that is going to be using our Online Banking service needs to have written authorization from a signer on the accounts they want to view. Only with written permission will they be given a user id and password to access Online Banking. There is only one user id and password per online account. This information will be sent by email to the email address listed on the application. It is your responsibility that only authorized personnel are able to access your online account.

If you would like to register for Marseilles Bank's Online Banking please return the application and signature page by one of the methods listed below.

To return by mail:

Marseilles Bank
ATTN: Online Banking
PO Box 89
Marseilles, IL 61341

To return by fax:

ATTN: Online Banking
815.795.5976

To drop off:

Marseilles Bank
Main Bank
100 E Bluff St

Marseilles Bank
Drive Up
508 Roath St

Visit our website for more information at www.marseillesbank.com If you have any questions, please call 815.795.3900 or email customerservice@marseillesbank.com.

PROTECT YOURSELF

Do not include any personal information such as account numbers or social security number in email that is originated outside of Marseilles Bank's Online Banking site

ONLINE BANKING AGREEMENT AND DISCLOSURE

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online Banking service ("Services"). It also describes the rights and obligations of Marseilles Bank ("Bank"). Please read this Agreement carefully. By requesting and using this Service, you agree to comply with the terms and conditions of this Agreement.

1. Definitions. The following definitions apply in this Agreement:

1. "Authorized Representative" refers to a person with authority (with respect to the account);
2. "ISP" refers to your Internet Service Provider
3. "Online Banking" is the internet-based service providing access to your Bank account(s);
4. "Online Account" means the Bank account from which you will be conducting transactions using a Service;
5. "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
6. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
7. "User ID" is the Bank-generated identification code assigned to you or the customer-generate identification code selected by you for your connection to the Service;
8. "We", "us", or "Bank" refer to Marseilles Bank which offers the Services and which holds the accounts accessed by the Services; and
9. "You" or "your" refers to the owner of the account of the authorized representative.

2. Access to Services. The Bank will provide instructions on how to use the Online Banking Service. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your Password, and your User ID. You may access your Online Account 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

For purposes of transactions, the Bank's business days are Monday through Friday, excluding holidays and weekends. Online Banking internal transaction requests received after 6:00 PM CST. on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, may be processed on the Bank's next business day. The Bank's business day begins at 8:00 AM CST.

3. Banking Transactions with Online Banking.

A. Account Access You may access an unlimited number of accounts online. These include checking, savings, money market, certificates of deposit and loan accounts.

B. Transfer of Funds In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-

such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information and such other factors as Marseilles Bank, in its sole discretion, deems relevant.

9. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from Marseilles Bank that we have received an image that you have transmitted, you agree to retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, negotiation, or presentment. During the time the retained check is available, you agree to promptly provide it to Marseilles Bank upon request.

10. **Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such deposit at other times. Our current limits are as follows:

    - The daily dollar limit for deposits is $5,000.00 per business day for consumer accounts;
    - The daily number of deposits allowed for all consumer accounts is 5.

    Marseilles Bank may change these limits at any time, at its sole discretion.

11. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Marseilles Bank's sole discretion, subject to the terms of your account.

12. **Errors.** You agree to notify Marseilles Bank of any suspected errors regarding items deposited through the Services right away and, in no event, later than 30 days after the applicable Marseilles Bank account statement is sent. Unless you notify Marseilles Bank within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Marseilles Bank for such alleged error.

13. **Errors in Transmission.** By using the Services, you accept the risk that an item may be intercepted or misdirected during transmission. Marseilles Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

14. **Image Quality.** The image of an item transmitted to Marseilles Bank using the Services must be legible, as determined by the sole discretion of Marseilles Bank. Without limiting the foregoing, the image quality of the item must comply with the requirements established from time to time by Marseilles Bank, the Board of Governors of the Federal Reserve Board, the Check 21 Act, Reg. CC, Reg. J, applicable state laws, or any other regulatory agency, clearinghouse, or association.

15. **User Warranties and Indemnification.** You warrant to Marseilles Bank that:

- You will only transmit eligible items, as defined in paragraph 5 of this Agreement;
- You will not transmit duplicate items;
- You will not re-deposit or re-present the original item;
- All information you provide to Marseilles Bank is accurate and true;
- You will comply with this Agreement and all applicable rules, laws, and regulations;
- You are not aware of any factor which may impair the collectability of the item;
- You agree to defend, indemnify, and hold harmless Marseilles Bank from any loss related to your breach of this warranty provision.

Any breach of the above warranties may result in cancellation of the Services for your specific profile in the Marseilles Bank mobile application, closure of your accounts, or termination of the customer relationship.

16. **Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, investigation of poor-quality transmissions, and resolution of customer claims, including providing, upon request and without further cost, any originals or copies of items deposited through the Services in your possession and your records relating to such items and transmissions.

17. **Termination.** We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes, or if you use the Services in a manner inconsistent with the terms of your account or any other agreement with us.

18. **Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or later breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

19. **Ownership & License.** You agree that Marseilles Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website. Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be

contrary to Marseilles Bank's business interest, (iii) to Marseilles Bank's actual or potential economic disadvantage in any aspect, or (iv) in any manner inconsistent with state or federal regulations or law. You may use the Services only for personal use in accordance with this Agreement. You may not copy, reproduce, distribute, or create derivative works from the content, and you agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

20. **Disclaimer of warranties.** You agree your use of the Services and all information and content (including that of third parties) is at your risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind as to the use of the Services, whether expressed or implied, including, but not limited, to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranty that the Services (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error-free, and (iii) will include the correction of any errors in technology.

21. You agree that we will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages including, but not limited to, loss of profits, goodwill, use, data, or other losses resulting from the use or inability to use the Services incurred by you or any third party arising from or related to the use of or the termination of the use of the Services, regardless of the form of action or claim (whether contract, tort, strict liability, or otherwise), even if Marseilles Bank has been informed of the possibility thereof.

MARSEILLES BANK MOBILE BANKING END USER LICENSE AGREEMENT

The words *you* and *your* refer to the persons downloading or using the Marseilles Bank Mobile Banking App. The words *we, us,* and *our* refer to Marseilles Bank. The words *your accounts* refer to all of your deposit accounts and loan accounts with us. The word *terms* refer to these Terms and Conditions. The words *mobile device(s)* include eligible smartphones or supported mobile device (e.g., smartphone, iPad etc.) The words *this Software* or *Marseilles Bank Software* refers to Marseilles Bank’s’ Mobile Banking App and Marseilles Bank’s’ Mobile Banking Software.

You agree that your use of this Software and related services that facilitate online banking via your mobile device(s) is limited to the transactions provided for you on the Marseilles Bank Online Banking website. You further agree that your use of this Software is subject to the Online Banking Terms and Conditions that you agreed to at enrollment as well as the additional terms described below.

Not all of our Online Banking website services will be available on this Software. In addition, at certain times, some or all of our internet services may not be available due to system

maintenance or for reasons beyond Marseilles Bank's control. Marseilles Bank does not warrant that our internet services will be available at all times. Marseilles Bank will not be liable to you for any service interruptions or other unavailability of our Online Banking or Mobile Banking services.

You agree that you will only use this Software on a mobile device owned by you. You agree to keep your mobile device and login information secure. If you have lost your mobile device or believe that anyone has gained unauthorized access to your Marseilles Bank Online Banking account via your mobile device or otherwise, you agree to advise us as provided for in our Online Banking Terms and Conditions.

Marseilles Bank or its licensors may provide or make available through Marseilles Bank and/or its agents its Marseilles Bank Software. Marseilles Bank and its agents reserve the right to change, suspend, remove, or disable access to Marseilles Bank Software at any time without notice. In no event will Marseilles Bank or its agents be liable for the removal of or disabling of access to any such Marseilles Bank Software. Marseilles Bank may also impose limits on the use of or access to certain services related to Marseilles Bank Software, in any case and without notice or liability.

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MOBILE BANKING SECURITY INFO

Marseilles Bank protects the information moving through its mobile channel through rigorous security controls. For example, we use device recognition technology, and we encrypt mobile banking data. Passwords, personal information, and actual banking data are not stored on your mobile device, and usernames are encrypted.

Some tips on what you can do to enhance Mobile Banking security:

- Download the most recent version of our apps.
- Log off the mobile app when finished banking.
- Lock your mobile device when not in use.

TERMS AND CONDITIONS FOR ENABLING BIOMETRIC AUTHENTICATION WITH MARSEILLES BANK MOBILE BANKING

To enable biometric authentication (using Touch ID, Fingerprint, or Face ID), you are required to save your Online Banking Username on this device. Marseilles Bank does not control the functionality of Touch ID, Fingerprint or Face ID and does not have access to your fingerprint(s) or facial recognition information. If any other individual has register a biometric characteristic (such as a fingerprint) on this device, or is able to access this device due to a biometric characteristic similar to yours (as may be possible via facial recognition applications), that individual will also be able to access this applications without entering a Username or Password. You are solely responsible for all activities that occur using the Online Banking mobile app. We expressly disclaim any liability with respect to unauthorized use of the Online Banking mobile app via biometric authentication. Notify us immediately if you think that any unauthorized access has occurred. For more information on how biometric functionality works for your device, please refer to your device manufacturer's support resources. There may be circumstances where biometric authentication will not function as expected and you may be required to provide your Username and Password to sign in.

E-STATEMENTS

E-Statements provide all information available on paper statements. An email message will inform you each month when your statement goes online. Images of checks for the month can be easily accessed. Statements and check images will remain online on a secure Marseilles Bank site and may be downloaded or printed for permanent retention.

PLEASE NOTE: To access monthly account statements and disclosures electronically, you must have:

- A Marseilles Bank checking or savings account
- An internet connection
- A 128-bit encrypted web browser
- Access to a printer or storage medium such as a hard drive so that you download and/or print disclosures and/or statements for your records

If you change your mind about electronic disclosures and statements in the future, you can always request paper copies. If a special need arises, we can prepare a paper-based version of any of the electronic records you receive for up to five years after the date it was created. You

can change back to all paper-based disclosures and statements. In order to change your disclosure and statement format from electronic to paper just contact us at 815-795-3900 or PO Box 89 Marseilles, IL 61341.

To update your email address or to change the method you have chosen to receive information, electronically or on paper, or if you have any questions, please call us at 815-795-3900. You can also update your email address through Online Banking > Profile > Update Profile > Preferences.

By accepting this agreement, I certify that I have read the above disclosures and want electronic monthly account statements on the account that I choose. I have access to a device that meets the technical requirements set forth above, and I have access to a printer, or the ability to download information in order to keep copies for my records. I will notify you of any changes to my email address, or if I no longer wish to receive disclosures electronically.

ONLINE BANKING EXTERNAL FUNDS TRANSFER AGREEMENT

This external funds transfer authorization and agreement (the "Agreement") states the conditions for the electronic funds transfer service to and from non-Marseilles Bank account (the "service") that will enable you to perform the transactions described in this agreement. When you use, or permit authorized persons to use, the service, you agree to be bound by the terms of this agreement.

1. Definitions. Throughout this agreement, the words "Marseilles Bank", "we", "us" or "our" mean, collectively, its subsidiaries and affiliates and all of their respective successors or assigns. "You" or "your" mean each authorized person who has an interest in the accounts that are accessible through the service. Whenever "you" is more than one person with respect to any such account or relationship, the obligations and agreements applicable to you under this agreement shall be deemed to be joint and several and solidary whenever appropriate.

Wherever other capitalized terms are used in this agreement, they shall have the meaning ascribed to them in the online banking terms and conditions.

2. External Funds Transfer. An inbound transfer moves funds into an account at Marseilles Bank from an account outside Marseilles Bank. An outbound transfer moves funds from an account at Marseilles Bank to an account outside Marseilles Bank. You will need to register each of your non-Marseilles Bank accounts that you wish to use for these transfers. You agree that you will only attempt to register accounts for which you have the authority to transfer funds. Marseilles Bank will post inbound transfers to your account on the "Delivery By" date. For outbound transfers, your funds will be debited on the business day following the "Send On" date and arrive at your external financial institution n the "Delivery By" date. Consult your external financial institution for details on when funds will post to your account.

You authorize us to validate the external accounts through the use of a test transfer, in which one or more low value payments will be credited to the account. The test credits and debits will

always be of the same or less amount, so the balance in any of your accounts will never be less than the actual balance.

Once the test transfer is complete, we will ask you to access your account to tell us the amount of the test credit or debit or any additional information reported by your financial institution. We may also verify your external account by requiring you to submit proof of ownership of the account.

3. Cut off Time. The cut-off time for same business day transfers is 3:00 PM CST. Any transfer initiated after the applicable cut-off time will be considered as being initiated on the next business day.

4. Modifying or Cancelling Transfers. Pending transfer instructions can be cancelled or modified until the status changes to "In Process". Instructions cannot be cancelled or modified after cut-off time for the transfer date.

5. Transfer Fees. There is no fee to initiate inbound or outbound external funds transfers.

We may change our fee schedule at any time. If we make a change, you will be notified in writing as required by applicable law. Cancellation of these services for which fees are charged does not release you from liability for any and all fees assessed by use but not yet paid prior to your cancellation of such service.

6. Transfer Limits. Transfer limits are defined at enrollment to the service. These daily and monthly dollar limits apply to the total of all transfers for all accounts linked to the user profile. Any transfer initiated on a day that is not a business day counts toward the applicable limit for the next business day. A transfer remains "In Process" until fully processed and it will appear as "In Process" on your transfer funds tab within online banking. Standard transfers typically mean "In Process" until the close of the third business day after the transfer is initiated.

We may change your transfer limits at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits without prior notice upon occurrence of a disqualifying event.

7. Disqualifying Events.

- Any of your accounts with Marseilles Bank are not current or are not in good standing.
- You have an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Marseilles Bank account during the current or three prior calendar months.

- You have had any prior transfer to or from a non-Marseilles Bank account cancelled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

8. Status Email. Marseilles Bank may periodically send messages to your primary email address during the external funds transfer process. These messages will provide information pertaining to the trial deposit process, confirm account linkages, and contain status updates for transfers in progress. Primary email address is defined on online banking, and you are responsible for updating the address should it change. Email messages regarding the funds transfer process do not contain any non-public personal information and cannot be suppressed.

9. Unlawful or Prohibited Use. You warrant to us that you will not use this service for any purpose that is unlawful or not permitted, expressly or implicitly, by the terms of this agreement or by any applicable law or regulation. You further warrant and represent that you will not use this service in any manner that could damage, disable, overburden or impair the service or interfere with any other party's use of the service.

10. Your Liability for Unauthorized Transfers. Please tell us AT ONCE if you believe your password has been lost or stolen. Contacting us by telephone is the best way of keeping your losses down. You could lose all the money in your account. If you believe your password has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than $50 if someone used your password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as $500. Also, please tell us AT ONCE if your statement shows electronic funds transfers that you did not make. Telephoning is the best way of keeping your possible losses down. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking money if you had told us in time. Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your account statement upon receipt. If you believe that your password has been lost or stolen or you find that our records and your records disagree, you must call us at 1-815-795-3900. PLEASE DO NOT NOTIFY US BY EMAIL.

11. General. External transfer ACH service is subject to applicable Illinois and federal law, including but not limited to the Electronic Funds Transfer Act. External transfer ACH service is also subject to the rules of the National Automated Clearing House Association (NACHA).

12. Our Liability for Failure to Complete Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses and damages only up to the amount of the transfer. However, there are some exceptions. We will NOT be liable: (i) if, through no fault of ours, you do not have enough money in your account to make the transfer; (ii) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; or if we are

ever obligated by law to pay interest on the amount of a transfer, you will be paid interest on a daily basis equal to the current annual percentage rate that is otherwise applicable to the account from which the funds transfer should have occurred; (iii) for any other reason stated elsewhere in the agreement. In the event that we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorney fees.

13. In case of errors or questions about your electronic transfers. Call or write to us at 1-815-795-3900 or Marseilles Bank PO Box 89 Marseilles, IL 61341., as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and account number (if any); (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; (3) Tell us the dollar amount of the suspected error. If you fail to do so, your liability will not exceed the amount of the unauthorized EFTs that occurred after the close of the 60-day period and before notice to the Bank and the Bank establishes they would not have occurred had you notified the Bank within the 60-day period. You may also be liable for the amounts as described in section 10. above.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you has an established account with us before the account is opened. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

14. Amendments. We have the right to change this agreement, including the fees and charges applicable to this service at any time, of which changes may include the addition of new charges or terms. If we make changes, you will be notified as required by applicable law.

time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts, savings accounts and money market accounts.

Please note: If there are not sufficient funds in the account, we cannot complete this transfer. However, future recurring transfers will not be impacted.

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

4. Schedule of Fees. The Bank offers the benefits and convenience of the Online Banking Service to you free of charge.

5. Statements. You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

6. Use of Your Security Password / Browser Cookies.
You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines.

- Do not give out your account information, Password, or User ID;
- Do not leave your PC unattended while you are in the Bank's Online Banking Site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank immediately at 815-795-3900 between the hours of 8:00 AM CST – 5:00 PM CST Monday through Friday. Telephoning the Bank is the best way of minimizing your losses and liability. (See; Section 12.)

The use of Online Banking requires that cookies be enabled on your web browser. This requirement is aimed at achieving an additional layer of security for your online banking. Marseilles Bank's Multifactor Authentication is in the form of a cookie placed in the web browser. This cookie remembers whether the computer you are using is registered with your Online Banking account. If the Online Banking session does not find the cookie, the user then needs to enter a passcode that is sent either by phone or email. This helps to verify the user with an additional layer of protection.

7. Electronic Mail (E-mail). If you send the Bank an e-mail message, the Bank will be deemed to have received it on the following business day. You should not rely on e-mail if you need to

report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

- NOTE: E-mail transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the Secure Messaging provided in our Online Banking site. Use this secure form to e-mail the Bank regarding inquiries about an electronic funds transfer error resolution, reporting unauthorized transactions, or contacting the Bank regarding other concerns of a confidential nature.

8. Linked Accounts. All accounts with the Bank that you enroll in a service will be linked by the tax identification numbers of the persons authorized to access the account. The linked accounts will appear together without regard to the ownership of the accounts. For example, if an authorized user of linked account accesses the Service, that authorized user will be able to view and access at a single time any consumer accounts for which the person is a co-owner.

9. Business / Organizational Accounts. If you are a business or organization, any authorized user of your business or organization is authorized on such terms, conditions, and agreements as we may require to:

- Enter into this Agreement, as amended from time to time;
- Access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- Business or organizational accounts are restricted from utilizing External Funds Transfers and Online BillPay

10. Term and Termination.

A. Term. This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.

B. Termination for Cause. We may immediately terminate your electronic banking privileges without notice to you under the following circumstances.

- You do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

C. Termination for Convenience. To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). You may notify the Bank by one of the following methods:

- By sending an e-mail to customerservice@marseillesbank.com
- By calling 815-795-3900

- By writing a letter and either sending it to the following address:
  Attention: Online Banking
  Marseilles Bank
  PO Box 89
  Marseilles, IL 61341

  Or giving it to a Customer Service Representative at any of the Bank's locations.

We may convert your account to inactive status if you do not sign on to the Service during any consecutive 180-day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

11. Electronic Fund Transfer Provisions for Consumer Customers.

A. Applicability. These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E an ("EFT"). When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement, but which are defined in Regulation E shall have the same meaning when used in this section.

B. Your Liability. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFT's:

1. If you notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed $50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less

2. If you fail to notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of $500.00 or the total of:

- $50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and
- The total of unauthorized EFTs which occur during the two (2) days before notification to the Bank, provided the Bank establishes that these EFTs would not have occurred had the Bank been notified within that two-day period.

3. In case of errors or questions about your electronic transfers, call or write us at the contact information shown below in section C., as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and account number (if any); (2) Describe the error or the

transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; (3) Tell us the dollar amount of the suspected error. If you fail to do so, your liability will not exceed the amount of the unauthorized EFTs that occurred after the close of the 60-day period and before notice to the Bank and the Bank establishes they would not have occurred had you notified the Bank within the 60-day period. You may also be liable for the amounts as described in sections 1 and 2 above.

4. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you has an established account with us before the account is opened. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

5. You may notify the Bank by telephone, writing, or by e-mail using the Secure Email form provided in our Online Banking site. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.

C. Telephone Numbers and Addresses. In case of errors or questions regarding an Online Banking transaction, call 815-795-3900 or write to us at:

Attention: Online Banking
Marseilles Bank
PO Box 89
Marseilles, IL 61341

The Bank's business hours are Monday through Friday 8:00 AM CST to 5:00 PM CST and Saturday 8:00 AM CST to 12:00 PM CST.

12. Our Liability.

A. Our Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking accounts. Unless otherwise required by applicable law, we are only responsible for

performing the Online Banking service as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you in the following instances:

- If through no fault of the Bank, you do not have enough money in your account to make the transfer.
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer despite reasonable precautions that we have taken.
- If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
- If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
- If your transfer authorization terminates by operation of law.
- If you believe someone has accessed your accounts without your permission and you fail to notify the bank immediately.
- If you have not properly followed the instructions on how to make a transfer.
- If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

B. Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third-party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking account.

C. Third Parties. We are not liable for any loss or liability resulting from any failure or your equipment or software, or that of an internet browser provider, by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking account.

D. Virus Protection. The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your device using a virus

protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

13. General Terms and Conditions.

A. Bank Agreements. In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your accounts. Your use of the Online Banking Service is your acknowledgement that you have received these agreements and intend to be bound by them.

B. Changes and Modifications. The Bank may modify the terms and conditions applicable to the Service from time to time. We may send any notice to you via e-mail, and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

C. Assignment. We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

D. Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

E. Disclosure of Information. We will only disclose information to third parties about your account or transfers you make under the following circumstances:

- Where it is necessary for the provision of Online Banking and for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government or court orders, or other reporting requirements;
- If you give us your permission

F. Governing Law. This Agreement is governed by the laws of the State of Illinois and applicable federal law.

MARSEILLES BANK MOBILE DEPOSIT USER AGREEMENT

This Mobile Deposit User Agreement ("Agreement") contains the terms and conditions for the use of Marseilles Bank Mobile Deposit and/or other remote deposit capture services that Marseilles Bank ("Marseilles Bank", "us", or "we") may provide to you as a consumer or sole proprietorship ("you," or "User").

1. **Services.** The mobile remote deposit capture services ("Services") are designed to allow you to make deposits to your checking or savings accounts from home or other remote locations by scanning and delivering the images and associated deposit or payment information to Marseilles Bank or Marseilles Bank's designated processor.

2. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via email, text message, or on our website by providing a link to the revised Agreement or by providing an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Services after Marseilles Bank has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, Marseilles Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions of the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

3. **Hardware and Software.** To use the Services, you must obtain and maintain, at your expense, compatible hardware and software. Marseilles Bank is not responsible for any third-party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at the time of download and installation. Software is for use on iPhones, iPads and Android mobile devices. Customer must be enrolled in Marseilles Bank Online Banking and Marseilles Bank Mobile Banking and have downloaded the current version of the iPhone, iPad and Android applications.

4. **Fees.** A fee may be charged for the Service. You are responsible for paying the fee, if any, for the use of the Services. Any fee that is charged will be disclosed prior to your deposit. Marseilles Bank may change any fee for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize Marseilles Bank to deduct any such fees from any Marseilles Bank account in your name.

5. **Eligible items.** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Demo Bank is converted to an Image Replacement Document for later presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

   You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

   - Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into;

- Checks containing an alteration on the front of the check or an item that you otherwise know or suspect, or should know or suspect, as fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
- Checks payable jointly, unless deposited into an account in the name of all payees;
- Checks previously converted to a substitute check, as defined in Reg. CC;
- Checks drawn on a financial institution located outside of the United States;
- Checks that are remotely created checks, as defined by Reg. CC;
- Checks not payable in United States currency;
- Checks dated more than 6 months prior to the date of deposit;
- Checks or items prohibited by Marseilles Bank's current procedures relating to Services or which are otherwise not acceptable under the terms of your Marseilles Bank account.
- Checks payable on sight or payable through drafts, as defined in Reg. CC;
- Checks with any endorsement on the back other than that specified in this agreement;
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution;
- Checks or items that are drawn or otherwise issued by the US Treasury Department.

6. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Service as "For mobile deposit only to Marseilles Bank account no._____" or as otherwise instructed by Marseilles Bank. You agree to follow any and all other procedures and instructions for use of the Services as Marseilles Bank may establish from time to time. Any items not endorsed in compliance with this provision will be rejected for deposit through the Services.

7. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive confirmation from Marseilles Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

8. **Availability of Funds.** You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 3:00 PM CST on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available no later than two business days from the day of deposit. Marseilles Bank, in its sole discretion, may make such funds available sooner or may extend the hold period beyond two business days based on

Marseilles Bank

Business Name _____

TIN _____

Address _____

City _____ **State** _____ **Zip** _____

Phone _____

Email _____

List all accounts you'd like to activate for Internet Banking:

Type	Account Number

FDIC

Marseilles Bank

Personnel authorized to access online banking

_____

_____

_____

_____

Signer on account granting authorization to above listed

_____

_____

I have read and agreed to the Online Banking Agreement and Disclosure. If I do not agree to the Online Banking Agreement and Disclosure, I understand that I will not be registered for Marseilles Bank Online Banking.

Please check one and sign below.

_____ **Agree** _____ **Do Not Agree**

X _____