

**WEST CENTRAL BANK**  
**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 or the Bill Payment service (“Services”). It also describes the rights and obligations of West Central Bank (“Bank”). Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

**I. Definitions**

The following definitions apply in this Agreement:

1. “Authorized Representative” refers to a person with authority (with respect to the account);
2. “Bill Payment” is the online service that enables the scheduling of bill payments using a personal computer;
3. “ISP” refers to your Internet Service Provider;
4. “Online Banking” is the internet-based service providing access to your Bank account(s);
5. “Online Account” means the Bank account from which you will be conducting transactions using a Service;
6. “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;
7. “PC” means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
8. “Time of day” references are to Central Standard Time;
9. “User ID” is the Bank-generated identification code assigned to you for your connection to the Service;
10. “We”, “us”, or “Bank” refers to West Central Bank; and
11. “You” or “your” refers to the owner of the account or the authorized representative.

**II. Access to Services**

To use WCB NetTeller and WCB Bill Pay, Customer must have at least one Account at West Central Bank, access to Internet service and the appropriate hardware/software systems. The Bank will provide instructions on how to use the Online Banking and Bill payment Services. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your Password and your User ID. Once the Bank has received Customer’s completed WCB NetTeller and WCB Bill Pay Application, and verified your Account information, we will provide a User ID and Temporary Password. The Temporary Password must be changed upon initial access of the services. Accounts can be added or deleted from the WCB NetTeller and WCB Bill Pay Application by contacting West Central Bank. The Bank undertakes no obligation to monitor transactions via WCB NetTeller and WCB Bill Pay to determine that they are made on behalf of the Accountholder. Customers applying in person will receive a User ID and Temporary Password at that time. Customers applying by mail or by fax will receive a User ID and a Temporary Password in separate mailings at least one day apart. Joint owners may share a User ID and password or they may have an individual User ID and password at their request. Regardless of whether one or more account holders of a joint account enroll for WCB NetTeller and WCB Bill Pay, each account holder agrees that any account holder has the authority to use the WCB NetTeller and WCB Bill Pay banking services.

**III. Hours of Access**

You may access your Online Accounts 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 or reasons beyond our control.

For purposes of transactions, the Bank's business days are Monday through Friday, excluding holidays and weekends. All Online Banking transaction requests received after 2:00 p.m. on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day.

#### **IV. Banking Transactions with Online Banking**

- 1) Account Access. You may access all of your personal bank accounts online. One of these accounts must be a primary checking account.
- 2) Transfer of Funds. In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-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.

NOTE: Regulations require the Bank to limit preauthorized transfers (including Online Banking transfers). Information regarding these limitations for specific types of accounts can be found in your Truth in Savings disclosure.

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.

#### **V. Statements**

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

#### **VI. Use of Your Security Password**

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.

We will suspend your login ID's access to WCB NetTeller and WCB BillPay if there are three (3) unsuccessful attempts to re-enter a password. In the event that you forget your password, please contact us to issue you a new Temporary password. 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 217/476-3325 or 217/323-4500 between the hours of 8:30 a.m. to 4:00 p.m., Monday through Friday. Telephoning the Bank is the best way of minimizing your losses and liability. (See; Section XII)

If you believe your Password has been lost or stolen, please use the Password change feature within the Online Banking section of the Web site to change your Password.

#### **VII. 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 "Contact" feature provided in our Online Banking site. Use this secure form to "Contact" 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.

#### **IX. 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 a linked account accesses the Service, that authorized user will be able to view and access at a single time the following accounts:

- the accounts of the business for which that person is an authorized user;
- the accounts of any other business for which that person is an authorized user; and
- any consumer accounts for which the person is a co-owner or authorized signer.

#### **X. Business Accounts**

If you are a business, any authorized user of your business 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
- use any Online banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

The Bank's obligations and limitations or liability do not apply in the case of business or other non-personal accounts. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INVOLVING YOUR ACCOUNTS OR ARISING OUT OF THE USE OF THE WCB NETTELLER or WCB BILLPAY. The owners of non-personal accounts must notify us immediately if they discover any unauthorized transactions or errors, and must send us a written notice of the problem within a reasonable time (not to exceed 14 days from the date of discovery or their receipt of the first statement or notice reflecting the problem, whichever occurs first). We may process any instruction we believe is given by you if the instruction is accompanied by your login ID and password, and you will be obligated for the transfer or payment, even if the instruction is not transmitted or authorized by you.

#### **XI. Term and Termination**

- 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.
- Termination for Cause.** We may immediately terminate your electronic banking privileges (including the Bill Payment Service) without notice to you under the following circumstances:
  - a. You do not pay any fee required by this Agreement when due or
  - b. You do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.
  - c. You exceed the maximum transactions allowable for one of your accounts.
  - d. You fail to use the Bill Payment services during any 60-day period
  - e. We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.
- 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). When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. You may notify the Bank by one of the following methods:

- a. By sending an e-mail mail to: [bookkeeping@westcentralbank.com](mailto:bookkeeping@westcentralbank.com)
- b. By calling 217/476-3325 or 217/323-4500
- c. By writing a letter and either sending it to the following address: Attention: Bookkeeping, West Central Bank, 400 E. Buchanan, Ashland, IL 62612
- d. 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 or have any transaction scheduled through the Service during any consecutive 90-day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

## **XII. Electronic Fund Transfer Provisions For Consumers**

- A. Applicability. These provisions are only applicable to online electronic fund transfers, which 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"). Commercial account holders are not entitled to the rights provided under this act. When applicable, the Bank may rely on any exceptions to these provisions, which 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 EFTs:
  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 authorized 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. You must report an unauthorized EFT, which appears, on your periodic statement, no later than 60 days of transmittal of the FIRST statement on which the problem or error appeared, to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred within the 60-day period. You may also be liable for the amounts as described in sections 1 and 2 above.
  4. If the report is made orally, we will require that you send the complaint or question in writing within 20 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days

after the investigation is complete. You may request copies of the documents that were used in the investigation.

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

Telephone Numbers and Addresses. In case of errors or questions regarding an Online Banking or Bill Payment transaction, call 217/476-3325 or 217/323-4500 or write us at: Attn: Bookkeeping, West Central Bank, 400 East Buchanan, Ashland, IL 62612.

**We will need:**

1. Your name and account number
  2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information
  3. The dollar amount of the suspected error and date on which it occurred.
- D. 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 or Bill Payment services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Payment services 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:

1. If through no fault of the Bank, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
4. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
5. If your transfer authorization terminates by operation of law.
6. If you negligently or intentionally share your ID and password, or if you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
9. 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.

- E. Use of the Online Banking Service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend 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 or Bill Payment account.

- F. Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Internet Explorer browser), 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 or Bill Payment account.
- G. Virus Protection. The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

#### **XIV. 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 that access online. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in this Agreement. We will automatically deduct the fees related to this Service from your Bill Payment Account each month.
- B. Changes and Modifications: The Bank may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will 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;
  - to the Bank affiliated companies.
- F. Governing Law. This Agreement is governed by the laws of the State of Illinois and applicable federal law.

## West Central Bank BillPay Service Agreement

### Introduction

This is your bill paying agreement with **West Central Bank**. You may use **West Central Bank's bill paying service** to direct **West Central Bank** 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 account agreements, disclosures and other documents in effect from time to time governing your account.

### Accessing the Bill Pay Service

Instructions for Setting up Payees & Payments:

- Payees: If you want to add a new "Payee," first select the "Payee" tab located in the bill pay or speak to a service representative. The Financial Institution reserves the right to refuse the designation of a "Payee" for any reason.
- Payments: You may add a new payment to a "Payee" by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service.
- You may pay any "Payee" with-in the United States (including U.S. territories and APO's / AEO's).
- The Financial Institution is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

### The Bill Paying Process

- **Single Payments** – A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the Financial Institution, is currently **3:00 p.m.**
- A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.
- **Recurring Payments** – When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:
  - If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
  - If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

**Note:** If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

### Single and Recurring Payments

01/27/2017

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees".

### **Cancelling a Payment**

Payments must be changed or cancelled using the Service prior to 3:00 p.m. on the business day the transaction is scheduled to be initiated. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payment orders whether oral, written, or electronic, will be in effect for a period of six (6) months. If requested by the Bank, you will confirm any stop payment order in writing. After six (6) months, any stop payment will terminate and must be renewed in order to continue in effect. The Bank may pay any item that is presented following the lapse of any stop payment order.

Customer may initiate stop payment requests via WCB NetTeller only for paper checks written on Customer's WCB Accounts. ACH Stop Payments are NOT allowed online. The stop payment must precisely identify the name of the payee, the check number and the amount and date of the check. The stop payment must be printed and given to WCB in person, by mail or by fax within 14 days. Customer will incur stop payment charges as per the terms of the deposit agreement for that Account. A stop payment request will expire and become null and void six months from the date received, unless revoked or released prior to that time or unless renewed for additional periods of time. Reasonable notification of stop payment must be given to WCB prior to the item being presented (three days). Customer agrees to hold WCB harmless and indemnify it against any loss, expense or cost incurred resulting from WCB's refusal to pay any item upon which Customer places a stop payment request.

### **Available Funds**

Funds must be available in your Bill Payment Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a nonbusiness day (Saturday, Sunday, or holiday), funds must be available in your Bill Payment Account the following business day (e.g. Monday). After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

### **Liability**

- You are solely responsible for controlling the safekeeping of and access to your Personal Identification Number (PIN).
- If you want to terminate another person's authority to use the Bill Pay service, you must notify the Financial Institution and arrange to change your PIN.
- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- The Financial Institution is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
- The Financial Institution is not liable for any failure to make a bill payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a "Payee" for a bill payment.
- The Financial Institution is 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 the Financial Institution's agent.
- When any payment or other online Service generates items to be charged to your account, you agree that we may debit your Bill Payment account without requiring your signature on the item, and without prior notice to you.



- The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Bank will not be liable in any way for damages you incur for any of the following reasons:
  - insufficient funds in your Bill Payment Account to make the payment on the processing date;
  - delays in mail delivery;
  - changes to the payee's address or account number unless we've been advised of the change in advance
  - the failure of any payee to correctly account for or credit the payment in a timely manner, or
  - any other circumstances beyond the control of the Bank.

### **Amendment**

The Financial Institution has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on the Financial Institution's records, by posting notice in branches of the Financial Institution, or as otherwise permitted by law.

### **Termination**

- The Financial Institution has the right to terminate this agreement at any time.
- You may terminate this agreement by written notice to the Financial Institution.
- The Financial Institution is not responsible for any fixed payment made before the Financial Institution has a reasonable opportunity to act on your termination notice.
- You remain obligated for any payments made by the Financial Institution on your behalf.