

Municipal Bank's eStatement/eNotice Usage Agreement

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

- 1. Use of eStatement/eNotice.** By accepting the eStatement/eNotice Usage Agreement, you authorize Municipal Bank to deliver your statements to you through eStatements/eNotice via Online Banking. Once enrolled in eStatements/eNotice you will no longer receive paper statements and/or notices.
- 2. Security of Site.** Municipal Bank utilizes Online Banking to deliver your eStatement/eNotice which brings together a combination of industry-approved security technologies to protect data for the bank and for you, our customer. It features password-controlled system entry, Multifactor Authentication (MFA), a VeriSign-issued Digital certificate authentication of the client's browser and the web server, Secure Sockets Layer (SSL) protocol for data encryption and routers, firewalls, intrusion detection systems and the monitoring of the network and network components.
- 3. Registration.** When registering with eStatement/eNotice, you represent and warrant that:
 - You are 18 years old or older;
 - Your registration with Municipal Bank and use of eStatement/eNotice will not violate any local, state, national or international laws or regulations.
- 4. In Case of Errors or Questions About Your Electronic Statement/Notice.** Telephone us at **(815) 935-8000**, or write us at **Municipal Trust and Savings Bank, Accounting Services, P.O. Box 146, Bourbonnais, IL 60914** as soon as you can, if you think your statement or notice is wrong or if you need more information about your account.
- 5. Limitation on Liability.** EXCEPT AS OTHERWISE PROVIDED HEREIN OR BY LAW, IN NO EVENT WILL THE BANK BE LIABLE TO YOU FOR ANY LOSS ARISING FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, FORESEEN OR UNFORESEEN, INCLUDING LOSS OF PROFITS OR OTHER ECONOMIC LOSS, OR ANY OTHER DAMAGE OF ANY KIND EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

We make no warranty to you regarding the computer software, including any warranty of merchantability or fitness for a particular purpose. We are not responsible for any loss resulting from a cause over which we have no control, including, but not limited to, errors or failures from any malfunction of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, natural disasters, wars or government restrictions. We are also not responsible for any damage to your computer, modem, telephone, or other property resulting from the use of Online Banking/eStatement/eNotice, including damage from any electronic virus or viruses that you may encounter.

- 6. Your Liability and Indemnity.** You warrant that you will perform your obligations under this Agreement consistent with all applicable Bank rules and regulations and that all information that you provide us is accurate, timely, and has been authorized by you.

Use of these Services is at your own risk. You are responsible for the installation, maintenance, and operation of your computer and browser software, anti-virus software and computer firewall. The risk of error, failure, or nonperformance is your risk and includes the risk that you do not operate the computer software properly. Undetected or un-repaired viruses may destroy your programs, files, and even your hardware. We encourage you to purchase and employ anti-virus software and a reliable firewall on your computer that will protect your computer from intrusion while you are connected to the Internet. You are solely responsible for the proper installation, configuration, and maintenance of an intrusion detection system you may employ.

Except to the extent that we are liable under the terms of this Agreement, you agree to indemnify and hold the Bank, its officers, directors, agents, and employees harmless from all claims, demands, judgments, liability, causes of action, damages and expenses (including court costs and reasonable attorneys fees) at user's sole expense, arising out of your use of the Online Banking service. Indemnification shall survive termination of this agreement.

- 7. Other General Terms.** This Agreement is intended to supplement and not to replace other agreements between you and us relating to your Account(s), including, without limitation, our "Deposit Account Agreement and Disclosure", "Electronic Fund Transfers and Your Rights and Responsibilities", "Your Ability To Withdraw Funds", "Regulation CC Funds Availability Disclosure", "Rate and Fee Schedule", "Regulation E Disclosure" and "Online Banking" agreements. In the event of a conflict between this Agreement and any other Account rules and agreements that apply to your Account(s) or the functions performed using eStatements; this Agreement shall govern and prevail.
- 8. Address Changes.** You agree to promptly update your e-mail address information through Online Banking when an e-mail address change occurs.
- 9. Applicable Law.** This Agreement will be governed by, construed and enforced according to the laws of the State of Illinois.
- 10. Termination or Discontinuation.** In the event you wish to discontinue this service, you must contact the bank at (815) 935-8000. We may terminate service to you at any time and/or revoke your right to use software. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement.
- 11. Amendment.** Municipal Bank reserves the right to modify these terms and conditions at any time, effective upon publication.