

# Online Banking/eStatement/eNotice Application

Please bring completed form to your nearest branch or mail to: **MUNICIPAL BANK, PO Box 146, Bourbonnais, IL 60914.**

(Each applicant must complete a separate application.) **ALL FIELDS REQUIRED**

\_\_\_\_\_  
Last Name, First, MI Social Security Number

\_\_\_\_\_  
Address City, State, Zip

\_\_\_\_\_  
Drivers License Number State of Issuance Issue Date Expiration Date

\_\_\_\_\_  
Phone Number Cell Phone Number Work Phone Number

\_\_\_\_\_  
Employer Occupation Mother's Maiden Name

\_\_\_\_\_  
Date of Birth Create a Security Question (Ex. What is your favorite color? What is your favorite pets name? What city/county were you born in?)

\_\_\_\_\_  
Email Address Answer to Security Question Above

## **Online Banking:**

**Please Select an Access ID for logging onto Online Banking:** \_\_\_\_\_  
(Minimum 6 characters of Alpha/Numeric -Case Sensitive)

**eStatements: Would you like to enroll in eStatements?**  YES or  NO  
(Eligible for **FREE Bill Pay** when you sign up for eStatements)

Checking \_\_\_\_\_  Savings \_\_\_\_\_

Currently enrolled in Bill Pay?  Yes or  No (If No, must notify Bank when enrolled to obtain Free Bill Pay)

**eNotices: Would you also like eNotices on the accounts enrolled in eStatements?**  YES or  NO

eNotices also available for:  CDs \_\_\_\_\_  Loans \_\_\_\_\_  IRAs \_\_\_\_\_

## **PLEASE READ BEFORE SIGNING:**

I certify that the information provided is true and correct. I authorize Municipal Bank to verify any information included in this application. Account access is limited to accounts on which I am a signer. I agree that Municipal Bank is authorized to act on instructions received under my password. Furthermore, I accept responsibility for the confidentiality and security of my password and agree to change it regularly. I certify that I have read and agree to Municipal Bank's Online Banking Agreement and Disclosure Statement and eStatement Usage Agreement, if enrolled. If enrolled in eStatements, I authorize Municipal Bank to deliver my statements on the accounts indicated above and any accounts combined with the accounts listed above, through eStatements via Online Banking and understand I will no longer receive paper statements. I further acknowledge that if I sign up for Online Bill Pay, I will need to notify the bank in order to obtain the Free Bill Pay along with my eStatements. I agree it is my responsibility to keep my e-mail address updated in order to receive notification that my eStatement(s) is available. I have read these terms and my signature below acknowledges my agreement to them.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **FOR BANK USE ONLY**

Application received by: \_\_\_\_\_ Date: \_\_\_\_\_ Connect3/Password setup by \_\_\_\_\_ Date: \_\_\_\_\_

Security/CIS Information verified by \_\_\_\_\_ Date: \_\_\_\_\_ Customer Portfolio Number \_\_\_\_\_ Name Line \_\_\_\_\_

Temporary Password \_\_\_\_\_ Add e-mail address to Port Name under e-mail address (long): \_\_\_\_\_

eStatement Setup, if applies:

Check Port for combined statements and verify above name listed 1<sup>st</sup> on accounts to be setup for eStatements: \_\_\_\_\_

eStatements Only - Change Document Distribution Group to **41** on All Accounts unless combined then add to Primary Account only: \_\_\_\_\_

eStmts & eNotices - Change Document Distribution Group to **43** on **All** Accounts to be setup for eNotices: \_\_\_\_\_

Change Document Allowed Option in Connect 3 to Yes for All image types setup (for Checking use Checking Image Statements): \_\_\_\_\_

Change Billing Profile in CheckFree's PartnerCare if enrolled in Bill Pay: \_\_\_\_\_

**MUNICIPAL TRUST AND SAVINGS BANK**  
**PERSONAL ACCOUNTS**  
PERSONAL ONLINE BANKING AGREEMENT AND DISCLOSURE STATEMENT

The following terms and conditions apply when you use Municipal Bank's (herein referred to as "Bank", "we" or "us") Online Banking service. By enrolling in 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", "User", and "Customer" mean each person who establishes an Online Banking Account with us or who uses or is authorized to use an Online Banking User Name ("ID") and "Password" or other means of access we establish or approve. The term "Online Banking" means our Online Banking services that you access over the Internet by use of a personal computer and modem or other device and/or other means we authorize or allow. Online Banking allows you to access accounts, obtain balance information, transfer funds, and view statements.

**(A) ONLINE BANKING ID AND PASSWORD**

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

The following security measures are taken to ensure confidentiality and protection of your data. Your account will be locked out after three incorrect PIN attempts and automatic log-off after 15 minutes of inactivity. In addition to system security measures, it is your responsibility to safeguard the ID and Password we provide. When choosing a password refrain from choosing something that would be easily guessed and consider changing it periodically. We require you to change your password at least quarterly. These codes are designed to protect the privacy of your financial information, but they will only work if you keep them confidential. You share them at your own risk. Anyone to whom you give your Online Banking ID and Password or other means of access will have FULL access to your accounts even if you attempt to limit that person's authority.

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

**(B) ONLINE BANKING ACCOUNT OWNER INFORMATION**

You must be the owner of this account(s) and you must have signature authority to be able to authorize the Bank to establish Online Banking.

**(C) PERSONAL ONLINE BANKING TRANSACTIONS**

You, or someone you have authorized by giving them your Online Banking ID and Password or other means of access (even if that person exceeds your authority), can 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;
- Obtain other services or perform other transactions that we authorize.

**(D) BILL PAY SERVICES**

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

**(E) LIMITS ON ONLINE BANKING TRANSACTIONS**

You must have enough money or credit in any account from which you instruct us to make a payment or transfer. Certain types of accounts including but not limited to savings and money markets have limited number of withdrawals that may be allowed in a specified period. These limitations are found in your "Deposit Account Agreement and Disclosure" that you received when you opened your deposit account and any subsequent amendments. You continue to agree to these items in the disclosure and any subsequent amendments.

#### **(F) 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 Online Banking, including damage from any electronic virus or viruses that you may encounter.

#### **(G) OUR LIABILITY FOR FAILURE TO COMPLETE TRANSFERS**

If we do not complete a transfer on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. **However, there are exceptions.** Municipal Bank Disclosure: **“Electronic Funds Transfers Your Right and Responsibilities” and “Your Ability to Withdraw Funds”.**

#### **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 you do not instruct us soon enough for your transfer to be received and credited by the time it is due.
- If the money in the account from which a transfer is to be made is subject to legal process or other claims that may restrict the transaction.
- If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.
- If failure was caused by an act of God, event of terrorism, fire, or other catastrophe, or by an electrical or computer failure or by other causes beyond our control, or if we have a reason to believe that the transaction requested is unauthorized.

#### **(H) 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.

You acknowledge that you shall be fully responsible and liable for any transactions initiated under this agreement. You acknowledge that you are in the best position to monitor the use of the Online Banking service, avoid errors in transmitting transactions through the use of the Online Banking service, protect the confidentiality and secrecy of the passwords and govern the authority given to each authorized user. Therefore, you agree that the Bank shall have no duty or obligation to verify information submitted by you in using the Online Banking service.

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

#### **(I) BUSINESS DAYS**

Our business days are Monday through Friday, excluding Holidays. We can process a fund transfer on the same business day as your instruction, if we receive your instructions before our Online Banking cut-off hour of 2:00 p.m. Central Time on a business day. If we receive your instruction after the cut-off hour of our business day, we will process the transaction on the next business day. If the date you request for a future transfer is not a business day, we will process the transaction on the business day immediately preceding the date you have requested. If you schedule a recurring funds transfer, and the payment date does not exist in a month, payment will be processed on the last business day of the month.

## **(J) STATEMENTS**

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

## **(K) CHARGES FOR TRANSACTIONS**

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

## **(L) UNAUTHORIZED TRANSACTIONS OR LOSS OR THEFT OF YOUR PERSONAL ONLINE BANKING ID OR PASSWORD**

If you believe your Online Banking ID or Password or other means of access have been compromised or stolen or that someone has used them without your authorization, call us **immediately** at (815) 935-8000, during normal business hours or write to us at: Municipal Bank Attn: Online Banking, P.O. Box 146; Bourbonnais, IL 60914. Contacting us by phone is the best way to notify us of a loss; your liability for unauthorized transactions or payments will be as follows:

- If you contact us within two (2) business days of the loss or your discovery of the loss, you can lose not more than \$50.00 if someone used your Online Banking ID and Password without your permission.
- If someone used your Online Banking ID and Password without your permission, you could lose as much as \$500.00 if you do not contact us within two (2) business days after you learn of the loss and we can prove that we could have prevented the loss if you had contacted us.
- If your statement shows transfers that you did not make, notify us at once. If you do not tell us within sixty (60) days after the first statement showing such a transfer was mailed to you, you may not get back any funds lost after the sixty (60) days, if we can prove your contacting us would have prevented those losses.

If you have given someone your Online Banking ID and Password or other means of access, you have authorized that person to effect transactions in your account, and you are responsible for all transactions that person performs. The above limitations do not apply. You also agree to sign an Affidavit of Loss. By signing such Affidavit you agree to help the bank in prosecution of the person(s) responsible for such breach.

## **(M) 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 815-935-8000 or write Municipal Bank PO Box 146, Bourbonnais, IL 60914. We must hear from you no later than sixty-days (60) after we communicated the FIRST statement on which the problem or error appeared.

- ✓ Tell us your name and account number.
- ✓ Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- ✓ Tell us the date and dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within ten (10) business days.

Generally, we will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of documents that we used in our investigation.

## **(N) YOUR USAGE AND RESPONSIBILITIES**

You warrant and covenant that you will use the Bank's Online Banking services for consumer, personal, family, or household purposes. You acknowledge that changes in technology, software, Bank policies and procedures, or other developments may require modifications to (or new or additional) your hardware, which you will be solely responsible for upgrading at your sole cost and expense if you desire to make continued use of the Bank's Online Banking services.

User further agrees:

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

## **(O) 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 address.

## **(P) OTHER GENERAL TERMS**

This Agreement is intended to supplement and not to replace other agreements between you and us relating to your Account(s), including, without limitation, our *Deposit Account Agreement and Disclosure*, *Electronic Fund Transfers and Your Rights and Responsibilities*, *Your Ability To Withdraw Funds*, *Regulation CC Funds Availability Disclosure*, *Rate and Fee Schedule*, and *Regulation E Disclosure* agreements. In the event of a conflict between this Agreement and any other Account rules and agreements that apply to your Account(s) or the functions performed using Online Banking; this Agreement shall govern and prevail.

## **(Q) THIRD PARTIES**

You understand that third parties other than us provide support and services relating to Online Banking, and you authorize us to contract with third parties to provide such support and service. You release us from any liability for failures, act, or omissions of any third party system operator including, but not limited to, unauthorized access or theft or destruction of your information or instructions.

We have procedures to protect confidential information about you, your accounts, and your transactions. When we share information with third parties in order to effect your transactions, we require them to sign a contract agreeing to use the information only for the required purposes. Our information practices are fully detailed in our Privacy Policy.

## **(R) APPLICABLE LAW**

This Agreement will be governed by, construed and enforced according to the laws of the State of Illinois.

## **(S) AMENDMENT**

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

## **(T) TERMINATION**

We may modify, suspend, or terminate your privilege of using Online Banking and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate Online Banking, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable. If you wish to terminate your participation in Online Banking, you must notify us at least ten (10) business days prior to the date you wish to terminate. Unless otherwise agreed, we will terminate the service by the 10th business day following our receipt of your notice. Termination shall not affect the rights and obligations of the parties for transactions made with Online Banking before we have had a reasonable time to respond to your termination request. **You must cancel all** future funds transfers, whether recurring or individual payments, when you terminate Online Banking or we may continue to process such payments.

## **SECURITY STATEMENT**

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

### **Secure Access and Verifying User Authenticity**

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

### **Secure Data Transfer**

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

### **Router and Firewall**

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

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

## Municipal Bank's 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.