

COMMUNITY BANKER ONLINE.
Online Banking/CBE Mobile \$ - Agreement & Disclosure
CUSTOMER SERVICE:
Community Bank of Elmhurst: 1-630-782-1234 FIS, Inc.: 1-877-386-3343

This Agreement and Disclosure provides information about Community Banker Online, a service of Community Bank of Elmhurst. By using Community Banker Online regardless of whether it is accessed through the Bank's website or the CBE Mobile \$ app, I accept this Agreement and Disclosure and agree to follow the procedures in this Agreement and Disclosure (as amended or supplemented from time to time).

For the purpose of this document I, me, and mine shall refer to each Depositor who signs up for Community Banker Online. You, your or Bank shall refer to Community Bank of Elmhurst. All references to time of day in the Agreement and Disclosure refer to Central Time unless otherwise specified.

A. Community Banker Online Service

Community Banker Online is an electronic banking service. I may access Community Banker Online through Community Bank of Elmhurst's website on the Internet at www.communityelmhurst.com. Once a customer is enrolled in online banking, they may also use mobile banking to access their accounts through the CBE Mobile \$ app.

B. Designation of Primary Account:

I understand that in order to use Community Banker Online Bill Payment Service, I must have a checking account at Community Bank of Elmhurst. That account will be treated as the primary Checking Account for transactions initiated through Community Banker Online.

C. Services Available Through Community Banker Online:

Community Banker Online allows me to use one or more of the following services:

1. transfer funds electronically (transfers);
2. obtain account information;
3. obtain certain Community Bank of Elmhurst product and service information (available only through the website, not available on the app);
4. request a stop payment for my account (available only through the website, not available on the app);
5. have the option to access my designated account to pay most bills (Bill Payment Service);
6. E-Statements (available only through the website, not available on the app);
7. Mobile Deposit (available only through the app, not available on the website);

D. Accessibility:

Community Banker Online is generally available 24 hours a day, 365 days a year, except from Saturday 11:00 p.m. to 11:00 a.m. on Sunday, when the system is shut down for maintenance and upgrades. Community Banker Online is made available pursuant to a license agreement by and between Community Bank of Elmhurst and FIS, Inc. (the processor). Any interruption of service or access caused by the processor or other third parties will also prevent my use of the service.

E. Security Procedures

To utilize Community Banker Online, I will need to enter my assigned Password and otherwise satisfy the system's security procedures. Community Bank of Elmhurst is not liable in the event Community Banker Online is unavailable due to system problems.

The Bank is not responsible, and I am solely responsible for the proper installation, use and maintenance of my personal computer hardware and software. The Bank is not responsible for any error or failure caused by the malfunction of my hardware or software, or any error or failure by my internet access provider.

F. Transfers between Accounts:

Internal Transfers: Community Banker Online permits me to transfer funds electronically between eligible accounts at Community Bank of Elmhurst for which I am the owner or have the unrestricted right of withdrawal. I may send transfers to or from my checking, savings, and money market accounts. I may not make transfers to or from certificates of deposit. There is no limit on the frequency of these transfers. I may transfer any amount up to the balance in my account.

External Transfers (feature not available in CBE Mobile \$ app): Community Banker Online permits me to transfer funds electronically between my account at Community Bank of Elmhurst and accounts at other financial institutions for which I am the owner or have the unrestricted right of withdrawal. I may send transfers to or from my checking, savings, and money market accounts. I may not make transfers to or from certificates of deposit at Community Bank of Elmhurst. I may make up to three transfers per day or up to five transfers per month. The monthly total of these transfers may not exceed the lesser of \$10,000.00 or the balance in my account.

I must have sufficient funds in my account to cover the amount of transfers from it. The Bank may process transfers that exceed my available balance, but it is not obligated to do so. If the Bank does so, I agree to immediately pay the overdraft and any fees incurred. The Bank is not obligated to notify me if it does not complete a transfer because of insufficient funds.

I understand that the Bank can process a fund transfer on the same business day as my instruction, if I send instructions before the cut-off hour of 3:00 p.m. on a business day. If the Bank receives my instruction after the cut-off hour of our business day, it may process the transaction on the next business day.

Each transfer from a savings or money market account is counted as one of the transfers permitted per month, as described in the Account Agreement and Disclosure brochure. The Bank reserves the right to deny certain transfers between certain types of accounts.

G. Stop Payments (Feature not available in CBE Mobile \$ app):

If I wish to place a stop payment on a check I have written on my Checking Account, I will search my account records to be sure the check has not cleared the Bank. If it is still outstanding, I will select the stop payment option in the Community Banker Online site and complete and verify that all information is accurate. If my account is a joint account, I agree that the Bank may accept a Stop Payment request from anyone who is a signer on the account. In asking this courtesy, I agree to hold Community Bank of Elmhurst harmless for said amount and for all expenses and costs incurred by it on account of refusing payment of said check, and further agree not to hold the Bank liable on account of payment contrary to this request if made through inadvertence, accident or oversight, or if by reason of such payment other items drawn by me are returned for insufficient funds. I also agree that the Bank shall have twenty-four business hours to act upon this order, and that receipt of this order after said check is deemed paid under the provisions of the Illinois Uniform Commercial Code terminates the Bank's duty to effect the stop payment.

By entering the information on Community Banker Online, I agree to follow the rules set forth by the Bank regarding stop payments and understand that all fees associated with handling the transaction apply.

I understand that the Stop Payment order will be in effect for a 6 month period only. If, after placing a stop on a check, I make the decision to have the check paid by Community Bank of Elmhurst, I will contact the Bank in person, by telephone, by e-mail or fax and request that the stop payment be removed.

H. Processing Bill Payments: (If applicable)

I may enroll in the Bill Payment Service. Bill payments can be for any amount between \$0.01 and \$9999.99. When I schedule a payment I authorize the Bank to withdraw the necessary funds from my Bank deposit accounts. I agree that I will instruct the Bank to make a withdrawal only when a sufficient, available balance is or will be available in my accounts at the time of the withdrawal. If I do not have a sufficient balance, the Bank may either complete the payment creating an overdraft or refuse to complete the payment. In either case the Bank reserves the right to impose a non-sufficient funds (NSF) fee.

I can make one-time and recurring payments from my linked Checking Account to companies or individuals (Payees) I select using Bill Payment Service. A restriction for payments to certain categories of payees may be established from time to time. Certain payments to government bodies may be difficult to trace since the governments strict adherence to the Consumer Privacy Act can hinder the ability of the Processor to reconcile issues surrounding a problem payment. In this case, it is understood that my involvement may become necessary.

I can verify that any payment has been processed by signing onto Community Banker Online on the business day following the transfer or payment. This does not, however,

provide assurance that the Payee has properly credited my account.

Payments made through Bill Payment Service are processed through electronic transmission or by Bank check. Payments made electronically are generally received and

credited by the Payee within four business days. Other payments are made with a Bank check that is sent to the Payee I have designated. Payments made with a Bank check are generally received and credited by the Payee within five business days.

In order to assure that payments are processed in a timely manner, I should schedule payments at least two to seven business days in advance of the payment due date, depending on the type of payment processing. The Bank is not responsible for postal delays or processing delays by the Payee. In all cases, the amount of the payment is deducted from my account on the date the payment is scheduled to be processed. Community Bank of Elmhurst also offers expedited bill payment services. Payments made using the expedited bill payment feature will be delivered overnight if sent by check, or same day if sent electronically. The convenience fee for this service is \$25.00 for an overnight check and \$10.00 for a same-day electronic payment. The cutoff time for expedited bill payment is 9:30 pm central time. There is a transaction limit of \$1,000.00 per expedited bill payment. There is no limit on the number of bill payments (regular or expedited) you may make in one day, however the total dollar amount of bill payments (regular or expedited) initiated in one day may not exceed the lesser of the balance in the account you are paying the bill from or \$20,000.00.

The processor is responsible only for exercising ordinary care in making payments upon my authorization and for mailing or sending a payment to the designated payee. Community Bank of Elmhurst is not liable in any way for damages I incur if I do not have sufficient available funds in my account on the date the transactions are to be processed, if the estimate of time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, inaccurate data entry by me, changes of merchant address or account number, failure of a merchant to credit the payment in a timely manner, or for any other circumstances beyond the direct control of the Bank.

I. Payments Returned Due to Insufficient Funds:

If the account a payment is to be debited from is overdrawn, a block will automatically be placed on the account. The block will prevent further bill payments to be processed and will deny me access to that service. This block will remain for 5 days after the item is processed. In most cases, if the total return(s) is under \$500.00 the item(s) will automatically be resent. The items will NOT be resent if the amount of the payment(s) is \$500.00 or greater and the processor's check is still outstanding. The processor will place a stop payment on their check and the account will be blocked for 5 days after the stop has been processed. The Payee will NOT receive credit for this payment. If the processor is unable to stop payment on the check, or electronic bill payment, a collection letter will be sent to me requesting payment; the account will remain blocked until the return item is paid and NO further payments will be processed on my account. A return item fee may be charged. Should second and third time returns occur, the Bill Payment Service privilege may be terminated.

J. Canceling Payments:

In order to cancel future dated payments, I must sign into Community Banker Online and follow the prompts provided. I may cancel a payment transaction up to the day before it is scheduled for processing. The processor must receive the instructions to cancel before 3:00 pm Eastern Time on the day before the transaction was scheduled to be processed.

K. Initiating Payment Inquiries:

To initiate a payment inquiry, I can use the Bill Payment Service to send the request via email. I should allow at least five business days for the payment to be received and processed by the payee before making a payment inquiry.

L. Reporting Unauthorized Transactions:

Customer Service is provided by the Bank during regular business hours. They may be contacted by telephone at 630-782-1234 or in person at: Community Bank of Elmhurst 330 West Butterfield Road Elmhurst, Illinois 60126

Additional customer service, may be available outside of business hours through FIS, the Bank's processor, at 1-877-386-3343.

I am required to contact the Bank at 1-630-782-1234 or the processing center at 1-877-386-3343 AT ONCE if I think my Password has been discovered by an unauthorized person, or someone has transferred or may transfer money from my account without my permission.

If I notify you of a loss, my liability for unauthorized transactions or payments will be as follows:

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

In Case of Errors or Questions about Electronic Transactions

In case of errors or questions about my transfers or payments, I must contact the Bank at 1-630-782-1234 or the processing center at 1-877-386-3343. If I tell the Bank verbally, the Bank may require me to send them my complaint or question in writing or via email within 10 business days. When contacting the Bank, I must provide the following information: my name and account number, date and dollar amount of the transaction in question, name of the payee if the transaction in question is a payment, transaction number assigned by the internet banking service if available, and description of the transaction. I must give a clear, reasonable explanation stating why I believe there is an error or why I need more information. The Bank will determine whether an error occurred within 10 business days (20 business days if the error involved a new account) after the Bank hears from me and will correct any error promptly. If the Bank needs more time, however, the Bank may take up to 45 days (90 days if the transaction involved a new account) to investigate my complaint or question. If the Bank decides to do this the Bank will give your account a Provisional Credit within 10 business days (20 business days for a new account) for the amount I think is in error, so that I will have use of the money during the time it takes them to complete their investigation. If the Bank asks me to put my complaint or question in writing and the Bank does not receive my letter in 10 business days, the Bank has the right not to credit my account. An account is considered a new account for 30 days after the first deposit is made if I am a new customer. If the Bank concludes there was no error, the Bank will send me a written explanation within 3 business days after completing their investigation. I may request copies of the documents that were used in the investigation.

M. Business Days:

Community Bank of Elmhurst's business days are Monday-Friday, excluding federal holidays.

N. Protecting My Password

I agree that the Bank may send notices and other communications including Password confirmations to the current address shown on their records, whether or not that address includes a designation for delivery to the attention of any particular individual. I further agree that the Bank will not be responsible or liable to me in any way if information is intercepted by an unauthorized person in transit. I agree to keep my Password secure and strictly confidential, and immediately notify the Bank and select a new Password if I believe my Password may have become known to an unauthorized person.

If I give someone my Password, I am authorizing that person to use my service and I am responsible for all transactions the person performs using my service. All transactions that person performs, even those transactions I did not intend or want performed, are authorized transactions. Transactions that I or someone acting with me initiates with fraudulent intent are also authorized transactions. I acknowledge that for my protection, I should sign off after every Internet Banking session and close the browser to ensure confidentiality.

THE BANK WILL HAVE NO LIABILITY TO ME FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING MY PASSWORD THAT OCCURS BEFORE I HAVE NOTIFIED THEM OF POSSIBLE UNAUTHORIZED USE AND THE BANK HAS HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. The Bank may suspend or cancel my Password even without receiving notice from them, if the Bank suspects my Password is being used in an authorized or fraudulent manner.

O. Limitation on Liability:

EXCEPT AS OTHERWISE PROVIDED HEREIN OR BY LAW, IN NO EVENT WILL THE BANK BE LIABLE TO ME 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. The Bank makes no warranty regarding the computer software, including any warranty of merchantability or fitness for a particular purpose.

Except to the extent that the Bank is liable under the terms of this Agreement, I agree to indemnify and hold the Bank, its officers, directors, agents, and employees harmless from all claims, demands, judgments, expenses, liability, causes of action and damages, arising out of my use of the Community Banker Online. Indemnification shall survive termination of this Agreement.

P. Bank Liability for Failure to Complete Payments or Transfers:

If the Bank does not complete a payment or transfer on time or in the correct amount according to our Agreement, you will be liable for my losses or damages.

However, there are exceptions. The Bank will NOT be liable:

- If, through no fault of yours, I do not have enough available money in the account from which a payment or transfer is to be made, or if the account has been closed or is not in good standing, or if you reverse a payment or transfer because of insufficient funds, or if any payment or transfer would go over the credit limit of any account
- If my equipment was not working properly and the breakdown should have been apparent to me when I attempted to conduct the transaction
- If I have not given the Bank complete, correct or current account numbers or other identifying information so that you can properly credit my account or otherwise complete the transaction, or if I do not properly follow your instructions, or if I provide the Bank with wrong or inaccurate information, or fail to correct or tell you about any inaccuracy of which I am aware.
- If I do not instruct the Bank soon enough for my payment or transfer to be received and credited by the time it is due.
- If the money in the account from which a payment or transfer is to be made is subject to legal process or other claims that may restrict the transaction.
- If circumstances or persons beyond your control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that you 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 your control, or if you have a reason to believe that the transaction requested is unauthorized.

Q. Monthly Service Charge

The schedule of fees for Community Banker Online is available upon request. The monthly service charge, if applicable, will be deducted from the primary account listed on my Community Banker Online enrollment form. Maintenance charges will not be refunded for any month where there is no activity.

If the deposit account from which the payment or transfer is made is charged per-item fees for excess debit transactions, a fee will be charged for each Bill Payment Service payment or transfer in excess of the specified limit. The amount of this fee and specific types of accounts that are excluded from this fee are set forth in the Community Bank of Elmhurst Schedule of Services and Fees brochure.

R. Canceling My Community Banker Online Bill Payment Service

If I choose to cancel my Bill Payment service, any unprocessed payments and transfers will be canceled. I will cancel any scheduled payments or transfers prior to notifying the Bank that I am discontinuing the service. The processor will cancel any scheduled payments within two business days after the business day the Bank receives my request to discontinue the service.

If my designated Checking Account is closed, or if it is no longer linked to my Community Banker Online service, my Bill Payment service will end, and any unprocessed payments will be canceled.

My Community Banker Online service remains in effect until it is terminated by me or the Bank. If I have six NSF occurrences within one year (based on a rolling twelve months) my Bill Payment Service may be canceled. I may cancel my service at any time by notifying the Bank of my intent to cancel in writing, through email or by calling the Customer Service number. This cancellation applies to my Community Banker Online service and does not terminate my Bank accounts.

The Bank may terminate my participation in Community Banker Online Bill Payment Service at its discretion at any time. You will attempt to notify me in advance but are not obliged to do so.

S. Changes to the Agreement and the Bill Payment Service

Community Bank of Elmhurst may change this agreement at any time. For example, the Bank may add, delete or amend terms or services. The Bank will notify me of such changes by mail or by electronic message. If I maintain my Bill Payment Service after the effective date of a change, I indicate my agreement with the change.

T. Privacy and Confidentiality

Community Bank of Elmhurst takes the security and privacy of customer information very seriously. The Bank's privacy policies are provided in a separate disclosure.

We will only disclose information to third parties about account or the transfers you make:

- (1) Where it is necessary for completing your transfers or transactions; or
- (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) In order to comply with government agency or court orders; or
- (4) As explained in the separate Privacy Disclosure.

U. Disclosure of Right to Receive Documentation

- (1) Preauthorized Credits/Debits – If you have arranged to have direct deposits or automatic withdrawals made to your account at least once every 60 days from the same person or company, you can call us at (630) 782-1234 to find out whether or not the deposit or withdrawal has been made. You may also use online banking, the Mobile \$ app or telephone banking to verify this information. The person or company making the deposit or withdrawal should also inform you every time they send money to or withdrawal money from your account.
- (2) Periodic Statements – You will receive a monthly account statement showing all of the transfers made in a particular month. If there are no transfers, you will receive a statement at least quarterly.

Any charges or fees assessed for online banking/Mobile \$ activities, that are not specifically stated in this disclosure, will be in accordance with our current Schedule of Services and Fees. You will be notified of any increase in charges at least 21 days prior to the change.

Member FDIC

8/23 Form 4-562-136 INDEPENDENT FORMS SERVICES, INC.