

First Federal Savings Bank of Mascoutah

Internet Banking Agreement

TERMS & CONDITIONS

This Internet Banking Agreement ("Internet Banking Agreement") for accessing your accounts via First Federal Savings Bank of Mascoutah's (FFSB) Internet Banking website explains the terms and conditions governing the following online services: banking, bill pay and other banking services offered through FFSB's internet banking website. By using the Internet Banking Services you agree to abide by the terms and conditions of this Internet Banking Agreement. This Internet Banking Agreement will be governed by and interpreted in accordance with all applicable federal laws and regulations. The following rules will apply to the extent there is no applicable federal law or regulation. The terms "we," "us," "our," and "Bank" refer to FFSB's internet banking website. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and federal banking holidays.

Internet Banking Services can be used to access certain Bank accounts through FFSB's internet banking website. The terms and conditions of the applicable Deposit Account Agreements and Disclosures for each of your Bank accounts (your Account Disclosure Statement.) as well as your other agreements with the Bank, such as those you entered into for loans, continue to apply notwithstanding anything to the contrary in this Internet Banking Agreement.

You are being provided this agreement and disclosure electronically. This agreement provides that in the future you may be provided other disclosures electronically. By agreeing to the terms and conditions of this agreement, you agree to the electronic transmission of this agreement and other information relating to this agreement in the future.

- **Accessing Your Bank Accounts through FFSB's Internet Banking Website**

- Requirements

- To access your accounts through FFSB's internet banking website, you must have an eligible Bank account (listed below), an assigned user ID, and an online password. In addition, you must have internet access and secured browser.

- FFSB's internet banking website can be used to access only Bank accounts for which you are authorized to access. We undertake no obligation to monitor transactions through FFSB internet banking to determine that they are made on behalf of the account holder.

- Electronic Mail(E-mail)

Sending E-mail through FFSB's internet banking website is a secure way to communicate with the Bank. FFSB has provided an E-mail form for you to ask questions about your account(s) or give comments on your banking service. These E-mail forms are accessible after you sign on with your password to a secure session of FFSB internet banking. To ensure the security of your account information, we recommend that you use only this E-mail form when asking specific questions about your account(s).

Internet Banking cannot be used to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within FFSB's internet banking website or call (888)415-3279.

- New Services

FFSB may, from time to time, introduce new Internet Banking Services. We shall update this Internet Banking Agreement to 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 contained in this Internet Banking Agreement.

- Benefits of Using FFSB's Internet Banking Website

Through FFSB's internet banking website, you can manage your eligible personal accounts from your home or office on your personal computer. You can use FFSB's internet banking website to:

- View account balances and review transaction history for checking and savings accounts.
- Transfer money between accounts.
- Pay bills to any merchant, institution or individual with a U.S. address.
- Reorder checks for your checkbook. Charge will vary depending on type of account and checks ordered
- Communicate directly with the Bank via E-mail.
- Initiate a stop payment.
- Download Checking or Savings transactions for use in Quicken or Microsoft Money.

- **Terms and Conditions**

The first time you access your Bank accounts through FFSB's internet banking website confirms your agreement to be bound by all the terms and conditions of this Internet Banking Agreement and acknowledges your receipt and understanding of this disclosure.

- Your Online Password

Your user ID and online Password will give you access to your Bank accounts through FFSB's Internet banking website. This password can be changed within the

website from the Change Password screen. We recommend that you change your password regularly. We are entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize this online password and do not write it down. You are responsible for keeping your password and account data confidential.

- Our Liability

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 or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make a transfer or bill payment.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using our website
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us.

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, the Bank, OR by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Explorer browser), OR by Internet access providers OR by online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall the service providers or we be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Internet Banking Services, or Internet browser or access software.

INDEMNIFICATION. Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your Eligible Bank Account, if you are an owner of an Eligible Bank Account you agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments, attorney fees, costs, interest, and expenses arising out of or in any way connected with an Eligible Bank Account or

the performance of an Internet Banking Service. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Internet Banking Service by you or your authorized representative.

- Hours of Accessibility

You can access your Bank accounts through FFSB's Internet Banking website seven days a week, 24 hours a day. However, at certain times, some or all of our Internet Banking services may not be available due to system maintenance. During these times, you may use a FFSB Bank ATM or lobby to conduct your transactions.

A funds transfer initiated through FFSB's Internet Banking website before 4:30 PM (Central Time) on a business day is posted to your account the same day. All transfers completed after 4:30 PM (Central Time) on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day.

FFSB business hours are Monday through Thursday, 8 AM through 4:30 PM and Friday, 8 AM through 5 PM, except for banking holidays. "Banking holidays" shall mean all federal banking holidays.

- Additional Terms and Conditions

Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts that are enrolled in FFSB's Internet Banking website. Account balance and transaction history reflects activity through the close of the previous business day.

Transferring Funds - The number of transfers from a savings account or money market account is limited as described in the applicable Account Disclosure Statement. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

- **General Terms**

- Changes to Charges, Fees or Other Terms

We reserve the right to change the charges, fees or other terms described in this Internet Banking Agreement. When changes are made to any fees, charges, or other material terms we will update this Internet Banking Agreement, and either send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Schedule of Fees.

- Other General Terms

Other Agreements - In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Account Disclosure Statement, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the bank belongs, and applicable state and federal laws and regulations. We agree to be bound by them also.

Bank's Right to Terminate this Agreement - The Bank reserves the right to terminate this Internet Banking Agreement and your access to FFSB's Internet Banking Services in whole or in part, at any time.

Assignment - The Bank may assign this Internet Banking Agreement to its parent corporation or to any now-existing or future direct or indirect subsidiary of its parent corporation. The Bank may also assign or delegate certain of its rights and responsibilities under this Internet Banking Agreement to independent contractors or other third parties.

- Severability

If any section, sentence, clause or phrase of this Agreement is held to be invalid or unconstitutional by any Court of Competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Agreement.

- **Protecting Your Account**

- Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call FFSB's Customer Service at (888)415-3279. For more information, see Section B "Unauthorized Transactions in Your Bank Accounts".

Protecting Personal Information - In addition to protecting your account information, you should take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your Online Password - The password that is used by you to gain access to Internet Banking Services through FFSB's Internet banking website should be kept confidential. For your protection we recommend that you change your online password regularly. We recommend that you memorize this online password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your online password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, change your password at once and notify FFSB's Customer Service at once at (888)415-3279.

- Unauthorized Transactions in Your Bank Accounts

Notify us at once if you believe another person has improperly obtained your online password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a

legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call Customer Service at (888)415-3279.

If your online password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your online password without your permission to access a Bank deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us at once. If you do not notify us within sixty (60) days after the paper or online statement was sent to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time period in this section will be extended.

Acceptance

This Internet Banking Agreement ("Personal Account Internet Banking Agreement") for accessing your account via FFSB's Internet Banking website explains the terms and conditions governing the following online services: banking, bill pay and other banking services offered through FFSB internet banking. By using the Internet Banking Services you agree to abide by the terms and conditions of this Internet Banking Agreement.

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