



Brickyard Bank Online Banking Service Agreement and Disclosure

Please read the Brickyard Bank Online Banking Service Agreement and Disclosure. It includes disclaimers of liability and other matters of interest to users. By pressing the "I Agree" button, you agree to the terms and conditions of the Brickyard Bank Online Banking Service Agreement and Disclosure. If you press the "Disagree" button, you will be returned to the Brickyard Bank home page.

Agreement

This Agreement is a contract that establishes the rules, which cover your electronic access to your accounts at Brickyard Bank ("Bank") through the Brickyard Bank Online Banking Service. By using online banking, you accept all the terms and conditions of this Service Agreement. Please read it carefully.

The terms and conditions of the deposit agreements and disclosures for each of your Brickyard Bank accounts as well as your other agreements with the Bank such as loans continue to apply notwithstanding anything contrary in this Agreement.

This Agreement is also subject to applicable federal laws and laws of the State of Illinois (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Brickyard Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Enrollment Form and Fee Schedule constitutes the entire agreement between you and Brickyard Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

Definitions

As used in this Service Agreement, the words "we", "our", "us", and "Bank" means Brickyard Bank. "You" and "your" refer to the accountholder authorized by Brickyard Bank to use the online banking service under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through the online banking service. "Account" or "accounts" means your accounts at Brickyard Bank. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your bank accounts using the online banking service. "SYSTEM Services" means the services provided pursuant to this Agreement. "Business days" means Monday through Friday. All Federal Holidays are not included.

Access

To use the Brickyard Bank Online Banking Service, you must have at least one checking account at Brickyard Bank, access to Internet service, and an e-mail address. Once we have received your signed Enrollment Form, and verified your account information, we will provide you confirmation of our acceptance of your enrollment, along with your assigned log-in ID and temporary password. The online banking system can be used to access only Brickyard Bank accounts which you have designated for access on your Enrollment Form. You can add or delete any of your bank accounts from this Agreement



by completing a new Enrollment Form. We undertake no obligation to monitor transactions to determine that they are made on behalf of accountholder.

Multi-Factor Authentication (MFA)

To use the Brickyard Bank Online Banking Service, you will be prompted to authenticate your access to the Online Banking profile. Brickyard Bank uses the following methods to authenticate the customer:

- Secure Code when initially enrolling.
- User Name and Password
- 3 - Security Questions used when logging in from a computer that is not registered.

Online Banking Services

You can use the online banking system to: check the balance of your accounts, view bank account history, transfer funds between your bank accounts, and check the balance and activity information available as of 5:00 p.m. (Central Time) of the previous business day.

Hours of Access

You can use the online banking system seven days a week, twenty-four hours a day, although some or all online banking services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the Brickyard Bank's website.

Your Password

For security purposes, you are required to change your password upon your initial login to the online banking service. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to online banking system will be revoked. To re-establish your authorization to use, you must select the "Forgot Password" option on the Login page to obtain a new temporary password. A temporary password will be emailed to you to the email address Brickyard Bank has associated with your Online Banking profile account.

We recommend that you create a password that utilizes both alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, and should be memorized rather than written down.

Security

You understand the importance of your role in preventing misuse of your accounts through the online banking system and you agree to promptly examine your paper statement for each of your Brickyard Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and personal identification information, such as your driver's license and social security number. You understand that personal identification by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via online banking is encrypted in an effort to provide transmission security and the online banking service utilizes identification technology to verify that the sender and receiver of transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the online banking



system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the online banking system, or e-mail transmitted to and from us, will not be monitored or read by others.

Fees and Charges

You agree to pay the fees and charges for use of the online banking services as set forth in the current fee schedule. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with the use of system services.

Posting of Transfers

Transfers initiated through the online banking service before 5:00 p.m. (Central Time) on a business day are posted to your account the same day. Transfers completed after 5:00 p.m. (Central Time) on a business day, Saturday, Sunday or federal holiday, will be posted the next business day. Transfers are identified based upon the login ID of the user that completed the electronic transfer. Accordingly you understand and acknowledge that the view posting screens will not reflect transfers made by multiple users from the same account if multiple login ID's are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers from your accounts to avoid overdrafts.

Overdrafts (Order of Payments, Transfers, and other Withdrawals)

If your account has insufficient funds to perform all electronic funds transfers you have requested for a given business day, then:

- A. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- B. Electronic fund transfers initiated through the online banking service which would result in an overdraft of your account may, at our discretion, be cancelled;
- C. However, in the event the electronic funds transfers initiated through the online banking service which would result in an overdraft to your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

Limits on Amounts and Frequency of SYSTEM Transactions

The number of transfers from Brickyard Bank accounts and amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. 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.

Disclosure of Account Information and Transfers

You understand information about your accounts or transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your



account or in connection with approving your access to the online banking service. You agree and hereby authorize all of these transfers of information.

Periodic Statements

You will not receive a separate online banking service statement. Transfers to and from your accounts will appear on the respective periodic paper statements for your Brickyard Bank accounts.

Change in Terms

We may change any term of this Agreement at any time. If the change would result in increased fees for any online banking service, increased liability to you, or stricter limitations on the type or frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the Brickyard Bank website or forward it to you by postal mail. If advance notice of the change is not required, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject system services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

In Case of Errors or Questions about Your Electronic Transfers

Telephone us at 847-679-2265, or write us at Brickyard Bank, Attn: Bookkeeping Department, Brickyard Bank, 6676 N. Lincoln Ave. Lincolnwood, IL 60712 as soon as you can, if you think your paper statement is wrong, or if you need more information about a transfer listed on your paper statement. We must hear from you no later than 60 days after we sent the FIRST paper statement upon which the problem or error appeared. When you contact us, provide the following information:

- A) Tell us your name and account number.
- B) Describe the error or transfer you are unsure about and explain as clearly as you can why you believe it is in error, or why you need more information.
- C) Tell us the dollar amount of the suspected error.

If you contact us by telephone or by e-mail, we may require that you send us your complaint in the form of a paper writing by postal mail or fax within 10 business days.

We will communicate to you the results of our investigation within 10 business days after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the 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 in the form of a paper writing within 10 business days, we may not provisionally credit your account.

We will tell you the results within 3 business days after completing our investigation. If we decided that there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

Brickyard Bank Liability for Failure to Make a Transfer

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 when you have properly instructed us to do so, we will be liable for your losses or damages caused as a result. However, there are exceptions. We will NOT be liable, for instance:

- A) If, through no fault of ours, you do not have enough money in your account to make a transfer.
- B) If a legal order directs us to prohibit withdrawals from the account.
- C) If your account is closed, or if it has been frozen.
- D) If the transfer would cause your balance to go over the credit limit of an established line of credit set up to cover overdrafts.
- E) If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- F) If any electronic terminal, telecommunication device, or any part of the system electronic fund transfer system is not working properly and you knew about the problem when you started the transfer.
- G) If you have not properly followed the on-screen instructions for using the system.
- H) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the system services provided to you under this Agreement. We do not and cannot warrant that the system will operate without errors, or that any or all system services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents, or contractors are not liable for any direct, incidental, special or consequential damages under or by any reason of any services or products provided under this agreement or by reason of your use of or access to the system, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall liability of Brickyard Bank and its affiliates exceed the amounts paid by you for services provided to you through the system.

Products and Services

The products and services referred to on Brickyard Bank's website are offered by or through Brickyard Bank. The products and services and the applicable terms and conditions may change at any time. There may be eligibility requirements for these products and services and they may not be available in all geographic areas.

Copyrights and Trademarks

The trademarks, logos, and service marks displayed by the system or on Brickyard Bank's website are the property of Brickyard Bank and other parties. You are prohibited from using any trademarks, logos, or service marks without the written permission of Brickyard Bank or the party who owns the logo or mark. ALL content displayed or available through the system or Brickyard's Bank website is protected by copyright. You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works, or using any content of the system service or Brickyard Bank's website for any commercial, public or unlawful purpose.

Linked Internet Websites

Brickyard Bank provides links to other websites for your convenience. Brickyard Bank does not endorse or accept responsibility for any linked sites. Brickyard Bank makes no representations about any website you may access through the system or through Brickyard Bank's website. Any website linked to



the system or Brickyard Bank's website is independent of Brickyard Bank. As a result, Brickyard Bank cannot control products, services, materials, or information contained, in or available through websites. The quality and dependability of the other web sites may vary as they are updated and altered. Access to any other websites linked to the system or to Brickyard Bank's website is at your own risk.

Your Right to Terminate

You have the right to terminate your use of the Online Banking Service by calling us at 847-679-2265 at any time during our normal business hours, or by writing to us at:

Brickyard Bank
6676 N Lincoln Ave
Lincolnwood, IL 60712

Our Right to Terminate

You agree that we can terminate or limit your access to the system services for any of the following reasons:

- A) Without prior notice, if you have insufficient funds in any one of your Brickyard Bank accounts. System services may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- B) Upon reasonable notice, for any other reason in our sole discretion

If you fail to access your Online Banking within 180 days, Brickyard Bank reserves the right to disable your access to the inactive account at any time.

Consent to Electronic Delivery of Notices

You agree that we may send or provide by electronic communication any notice, communication, document or disclosure required to be provided orally or in writing to you. We may require written paper confirmation from you of any electronic communications this Agreement permits you to make to Brickyard Bank.

Your consent to electronic delivery of documents and notices applies to any and all transactions effected by you using the system and any and all notices, agreements, confirmations, account statements and other disclosures, information, data or records ("Electronic Records") that are required to be or that may be provided by Brickyard Bank to you. Although you consent to electronic delivery, you may withdraw your consent or request paper copies of Electronic Records at any time. If you wish to withdraw your consent to delivery of Electronic Records, you must do so in writing to Brickyard Bank, Customer Service Department, Brickyard Bank, 6676 N. Lincoln Ave. Lincolnwood, IL 60712. You may also write to that address to request paper copies of Electronic Records and to update information bank uses for contacting you electronically. Brickyard Bank may charge a fee to provide copies of Electronic Records, as set forth in the Statement of Fees