



## **Brickyard Bank Business Online Banking Service Agreement and Disclosure**

---

Please read the Brickyard Bank Business 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 Business 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 Business accounts at Brickyard Bank ("Bank") through the Brickyard Bank Business 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 Business Online Banking Service, you must have at least one business checking or savings 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, 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.

### **Business Online Banking Services**

You can use the business online banking system to: check the balance of your accounts, view bank account history, transfer funds between your bank accounts, approve transfers, view check images, pay bills 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 the online banking system will be revoked. To re-establish your authorization to use, you must contact a Brickyard Bank Customer Service Representative to have your password reset or to obtain a new temporary password.

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.

### **Lost or Stolen Password**

If you believe your password has been lost or stolen, or someone has transferred money or may transfer money from your account without your permission, you should notify us immediately. Calling us at 847-679-2265 is the best way of minimizing your potential losses. You could lose all the money in your account (plus your maximum overdraft line of credit, if any).

### **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 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.

### **Your Responsibility**

You are responsible for selecting all systems, hardware and your Internet Service provider and for any defect, malfunction or interruption in service or security due to hardware failure, your choice of Internet Service provider and systems and computer services. We have no responsibility or liability for same.

You understand the importance of your role in preventing misuse of your accounts through the System, and you:

- Understand and agree that we are not responsible for any electronic virus or viruses that you may encounter;
- Agree to routinely scan your computers and diskettes using a reliable virus detection product to detect and remove any viruses, but understand and acknowledge that there are certain viruses, malware, etc., which may not be detectable by commercially available software and agree that the Bank shall have no liability for any such intrusions, except as otherwise set forth herein;



- Agree to install, maintain, update and utilize industry standard security products that are appropriate for you, including, without limitation, firewalls, anti-virus protection software, anti-spyware protection, operating systems and applications with the latest patches, and a browser product that indicates the web site you are on;

The Bank also recommends that you do not use publicly available computers or unsecure wireless connections such as Public WiFi.

### **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.



### **Additional Services Intended for Businesses**

We offer businesses the ability to create multiple Online IDs each with the access level you designate. You may authorize other users and control their scope of activities by designating user levels, access levels, and account settings.

You are responsible for (and we will have no liability to you for) any unauthorized payments, transfers or other transactions performed on any account linked to this service that are made by a designated user or Administrator using the Passcodes you or an Administrator assign, and that occur before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.

### **Periodic Statements**

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

### **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 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 Business 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

## **BILL PAY TERMS AND CONDITIONS**

### **SERVICE DEFINITIONS**

"Service" means the bill payment service offered by Brickyard Bank through CheckFree Services Corporation.

"Agreement" means these terms and conditions of the bill payment service.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

### **PAYMENT SCHEDULING**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

### **THE SERVICE GUARANTEE**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

### **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the



Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives. When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

#### **PAYMENT METHODS**

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

#### **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

#### **STOP PAYMENT REQUESTS**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

#### **PROHIBITED PAYMENTS**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

### **EXCEPTION PAYMENTS**

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

### **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.





Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly. This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

#### **EXCLUSIONS OF WARRANTIES**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **PASSWORD AND SECURITY**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 888-212-9342 during customer service hours. Wording for Sponsors with e-mail contact only: you must notify the Service at once by using the application's e-messaging feature.

#### **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

#### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

#### **SERVICE FEES AND ADDITIONAL CHARGES**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

#### **FAILED OR RETURNED TRANSACTIONS**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there



are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice from the Service. In each such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees or costs it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

### **ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

### **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

### **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 847-679-2265 during customer service hours; and/or
2. Write us at: Brickyard Bank  
6676 N Lincoln Ave  
Lincolnwood, IL 60712

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

### **BILLER LIMITATION**

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.



#### **RETURNED PAYMENTS**

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

#### **INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

#### **DISPUTES**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

#### **ASSIGNMENT**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

#### **NO WAIVER**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

#### **CAPTIONS**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

#### **OVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

#### **Brickyard Bank Alerts Terms and Conditions**

*Alerts.* Your enrollment in Brickyard Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that



contain transactional information about your Brickyard Bank account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the Alerts menu within Brickyard Bank Online Banking and Alerts menu within Brickyard Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Brickyard Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

*Methods of Delivery.* We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Brickyard Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

*Alerts via Text Message.* To stop Alerts via text message, text "STOP" to 99588 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Brickyard Bank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 99588. In case of questions please contact customer service at 847-679-2265. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

*Limitations.* Brickyard Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Brickyard Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Brickyard Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

*Alert Information.* As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.