

Union National Bank Online Banking Agreement and Disclosure

MEMBER FDIC

Please read our Online Banking Agreement and Disclosure below. It includes disclaimers of liability and other matters of interest to users.

Please print a copy of this agreement for your files. Your use of our Online Banking Services constitutes agreement to the terms of this Online Banking Agreement and Disclosure.

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I. INTRODUCTION

This Union National Bank Online Banking Agreement and Disclosure is referred to as the "Agreement." It explains the terms and conditions governing basic Internet banking services offered by Union National Bank. These services are referred to in this Agreement as "Online Banking," "Online Banking Services," or "Bill Payment Services." The terms "we," "us," "our," "Union National Bank," and "Bank" mean Union National Bank. The term "you" means each person who enrolls for Online Banking Services and has a password. The term "business day" means Monday through Friday, excluding federal holidays.

If you enroll for Bill Payment Services, the term "Payee" means the person or entity to whom you wish a bill payment to be directed. The term "Payment Instruction" means the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and payment date). The term "Payment Account" means your checking account from which all bill payments will be made. The term "Scheduled Payment Date" means the Business Day of your choice upon which your bill payment will begin processing and your Payment Account will be debited (a Scheduled Payment Date of a non-Business Day will be considered to be the previous Business Day). The term "Cutoff Time" for bill payment means 7:59 p.m. (Central Time) on any Business Day and is the time by which you must transmit Payment Instructions to have them considered entered on that particular Business Day.

You agree that we may provide by electronic communication any notice, communication or disclosure required to be provided orally or in writing to you. But we may require written confirmation from you of your electronic communications with us.

By using Online Banking Services, you agree to the terms and conditions of this Agreement. Online Banking Services, and each of your accounts with us, are also governed by the applicable Deposit Account Agreement, the applicable Rules and Regulations, the applicable Electronic Funds Disclosure Statement and other disclosures and on-line instructions issued by us, as each of these may change from time to time. These are referred to hereinafter as "Bank Documents." By providing the Bill Payment Services with the names and account information of those Payees to whom you wish to direct payment, you authorize the Bill Payment Services to follow the Payment Instructions that it receives through the payment system. When the Bill Payment Services receives a Payment Instruction, you authorize the Bill Payment Services to debit your Payment Account on the selected Scheduled Payment Date and remit funds to the Payee on your behalf. In case of conflicts between this Agreement and the other Bank Documents, this Agreement will govern.

II. VIEWING AND MANAGING YOUR ACCOUNTS WITH ONLINE BANKING

A. Overview of Online Banking

Eligibility to Become an Online Banking Customer

To become an Online Banking customer, you must

- have a Union National Bank account for which you are the authorized signer.
- have the last statement ending balance on your accounts
- have a valid email address
- have a tax ID number (for individuals, a social security number)
- select your personal user ID for individuals(max 32 characters—at least 2 alpha and 2 numeric)
- select confidential password for individuals(max 32 characters—at least 1 alpha and 1 numeric)
- have access to the internet with a secure browser that supports Secure Socket Layer (SSL) and [128]-bit encryption, such as Internet Explorer or Netscape Navigator version 4.0 or higher
- be at least 18 years old

Note: Businesses must complete the Online Banking Application to enroll in online banking.

In our sole discretion, we may refuse to open any account(s) for new customers and we may refuse to accept any existing or new customer for Online Banking Services.

Services You May Obtain

We offer Online Banking Services that allow you to engage in banking activities such as bill payments, transferring funds between your linked accounts, and obtaining information about your accounts. Online Banking may also provide links to other Internet sites.

If you wish to enroll in Bill Payment Services, you must do so after you enrolled Online Banking. You may do so by selecting the Bill Payment feature on the main menu and select Bill Pay Enrollment. If your account qualifies for Bill Payment, then your bill payment privileges will be activated within 2 business days.

Payment Types and Limitations for Bill Payment Services Transactions

Although you may not use Bill Payment Services to pay federal, state and local taxes, Bill Payment Services allows you to pay amounts you owe to merchants, utility companies, businesses or persons with a valid mailing address (referred to as "Payees") if you satisfy the following conditions:

- You must have at least one Union National Bank checking account

- You can use more than one of your Union National Bank checking accounts for Bill Payment Services payments (referred to as "Payment Accounts"). You are responsible for having sufficient available funds in your Payment Account(s) to satisfy your bill payments each month. The Bank has no obligation to notify you if you do not have sufficient available funds to make your bill payments. You may set up additional funding accounts for bill payments on the Account Preferences screen in Account menu. This set up will require overnight processing to be completed.
- You may make an unlimited amount of Bill Payment Services payments, subject to a \$9,999.99 per individual payment limit
- You must enter correctly into the Bill Payment Services system all of the information needed to make payments (for example, the Payee's name and address, your account number and other identifying information that the Payee requires). You are responsible for updating any and all of this information as changes occur (for example, new account number(s) and a new mailing address for the Payee(s))
- Payees must have a valid mailing address in the United States. Bill Payment Services will not make bill payments to companies or individuals located in Canada, Mexico, or other foreign countries

Completing Payment Requests

We anticipate that most payment requests will be processed and completed on the next Business Day after your Scheduled Payment Date, and arrive approximately four (4) Business Days after your selected Scheduled Payment Date. You understand that due to circumstances beyond the control of the Bill Payment Services, particularly delays in handling and posting payments by slow responding Payees or financial institutions, some transactions may take a day or even a few days longer to be credited by your Payee to your Payee account.

For this reason, it is necessary that all Scheduled Payment Dates selected by you be no less than five (5) Business Days before the actual due date, not the late date and/or a date in the grace period. Payment Instructions entered after the Cutoff Time or on non-Business Days will be considered entered in Bill Payment Services on the next Business Day. If you properly follow the procedures described herein, and Bill Payment Services fails to send a payment according to the Payment Instructions received, Bill Payment Services will bear responsibility for late charges (\$50.00 maximum). In any other event, including, but not limited to, choosing a Scheduled Payment Date less than five (5) Business Days before the actual due

date, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you.

Payments made using Bill Payment Services require sufficient time for your Payee to credit your account properly. You are responsible for selecting payment due dates that will result in your payments being received on time.

Bill Payment Services allows you to set up bill payments to businesses and individuals. Once you entered a payment instruction in the system, the request is submitted to Bill payment Services (8:00 pm Central Time Monday through Friday excluding holidays). The following day, your payment is sent electronically or by check.

You may do a search to determine if the payee receives payment electronically or via paper check by conducting a Payee Search (electronic payees are indicated by a message under Payee Name that the payee "Provides Epayments". Also when a bill payment is made electronically, a little "e" is displayed on the [Make Payment] screen. If only the payee's name appears under Payee Name, that payee currently accepts only paper check payments, and a picture of a check is displayed).

You may cancel or edit any Pending Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Pending Payment. We may not have a reasonable opportunity to act on any stop payment or cancellation order given after a payment is in process and it is not possible to stop or cancel a payment that is transmitted. If you desire to cancel or stop a payment made and the paper check has not yet cleared, you may call Union National Bank Customer Care at 1-877-517-8674 to place a stop payment on it. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. Stop payment requests sent to us via electronic mail or in any other manner will not reach us in time for us to act on your request. Such stop payment requests will be accepted only if we have a reasonable opportunity to act on your requests. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. The charge for each stop payment order will be the then current charge for such service as set forth in the Union National Bank Statement of Fees.

You may make recurring payments and non-recurring payments using Bill Payment Services. Recurring payments are those sent to the same Payee in the same amount on a regularly scheduled basis (for example, monthly or quarterly). You must designate the payment due dates and frequency (for example, monthly payments on the 15th) the first time you enter a recurring payment onto the Bill Payment Services system. The system will then calculate all future payment due

dates based on the starting date you assign, and it will automatically make each of your recurring payments, withdrawing the money from your designated Payment Account. Non-recurring bill payments vary in amount and frequency. You must enter the bill payment information in the Bill Payment Services system each time a non-recurring payment is to be made.

Fees

Currently, we charge no fees for Online Banking Services, but we reserve the right to charge a fee in the future. You will receive advance notice if we change our policy and impose a fee for Online Banking Services. Additionally, fees described in our Statement of Fees may apply to services ordered and to transfers to or from your account(s) with us. You are responsible for paying any fees that may be assessed by your own Internet Service Provider and for any telephone charges or communication fees incurred by using Online Banking Services.

B. Customer Service Inquiries

We will not accept and will not be responsible for account communications and transaction requests that are transmitted by standard Internet email.

Online Banking has a customer service feature that allows you to ask question, submit requests and identify problems, using the [Contact Us] feature and we would get back to you within the next 24 hours. The Bank will not accept standard Internet email for account inquiries, transaction requests and the like. Standard Internet email is not a secure communications medium. You should always assume that your standard Internet email will be read by someone other than the person to whom you address the email. Moreover, it would be very difficult, costly and time consuming for us to verify the identity of the person communicating by standard email. Therefore, if you wish to make account inquiries, submit transaction requests and so on, please use the [Contact Us] feature.

C. Security

Online Banking Services are offered in a secure environment, provided you use a secure browser. This protects your account information and personal data. You select your own password. You are responsible for

- keeping your password confidential
- notifying us if your password is lost, stolen or compromised, and
- changing your password periodically.

To use Online Banking Services, you must use a secure browser that supports SSL [128-bit] encryption, such as Netscape Navigator or Microsoft Explorer.

D. Advantages of Online Banking

With Online Banking, you can manage your personal accounts using your personal computer. Online Banking allows you to:

- View deposit and loan account balances and review transaction history
- transfer money between your linked accounts
- make bill payments
- obtain other services or perform other transactions that we authorize from time to time.

III. TERMS AND CONDITIONS

A. Becoming a Online Banking Customer

You agree that we may provide by electronic communication any notice, communication or disclosure required to be provided orally or in writing to you. But we may require written confirmation from you of your electronic communications with us.

Your initial use of Online Banking Services constitutes your acceptance and agreement to be bound by all of the terms and conditions of this Agreement and by the Bank Documents, and acknowledges your receipt of this Agreement and the Bank Documents. By using Online Banking Services, you authorize us to obtain and verify credit reports and other credit information from third parties to verify your suitability for Online Banking Services.

B. Your Online Banking Password

Do not disclose your password to anyone claiming to represent us. The Bank's employees do not need your password and they will not ask for it.

Individuals have the options to create their own passwords. Businesses will be assigned a password for each authorized user to access Online Banking Services. You should immediately change the password within Online Banking using the [Administration] option on the main menu. For your security, we recommend that you change the password regularly. In any event, you are responsible for changing the password if it is lost, stolen or compromised.

We are entitled to act on instructions received through Online Banking without inquiring into the identity of the person using that password. You are responsible

for keeping your password and account information confidential. For security purposes, we recommend that you memorize your Online Banking password and that you not write it down or share it with anyone. If, despite this advice, you give someone your password and thereafter desire to terminate that person's authorized use of your account, you must change your password and take any other steps that may be necessary to prevent further access by that person.

C. Limited Liability

WE, OUR SUBSIDIARIES AND AFFILIATES AND THE SUPPLIER OF OUR DATA PROCESSING SERVICES, FOR ONLINE BANKING SERVICES MAKE NO EXPRESS OR IMPLIED WARRANTIES (1) THAT ANY SERVICE, PRODUCTS, MATERIALS OR OTHER CONTENT AVAILABLE ON OR THROUGH ONLINE BANKING OR OUR WEB SITE WILL FULFILL ANY OF YOUR PARTICULAR NEEDS OR PURPOSES, (2) CONCERNING ONLINE BANKING SOFTWARE, PRODUCTS OR SERVICES OR ANY BROWSER, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS, OR ACCURACY OF INFORMATION CONTENT, OR (3) OF ANY KIND REGARDING THE PRODUCTS, SERVICES, INFORMATION OR MATERIALS (INCLUDING INFORMATION ACCESS AND ORDER EXECUTION), EVEN IF WE, OUR SUBSIDIARIES AND AFFILIATES AND THE SUPPLIER OF OUR DATA PROCESSING SERVICES ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING LIABILITY ASSOCIATED WITH VIRUSES THAT MAY DAMAGE YOUR COMPUTER EQUIPMENT OR SOFTWARE, UNLESS DISCLAIMING THOSE WARRANTIES IS PROHIBITED BY LAW.

We, our subsidiaries and affiliates do not represent or endorse the accuracy or reliability of any information, content or advertisements contained on, distributed through, or linked, downloaded or accessed from Online Banking or our web site, except as otherwise expressly stated in any applicable service agreement, nor the quality of any software or other products, information or other materials displayed, purchased or obtained by you as a result of any advertisement or any other information or offer in or in connection with the Online Banking service or our web site. You acknowledge that reliance upon the products, services, software, information and other materials displayed, purchased or obtained through Online Banking or our web site is at your sole risk, except as may be otherwise required by applicable consumer protection law. We reserve the right, in our sole discretion and without assuming any obligation, to correct any error or omission in any portion of the products, services, software, information and other materials displayed, purchased or obtained through Online Banking or our web site.

IN NO EVENT SHALL WE, OUR SUBSIDIARIES AND AFFILIATES AND THE SUPPLIER OF OUR DATA PROCESSING SERVICES FOR ONLINE BANKING BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES OR DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF THE USE OF THE MATERIALS, PRODUCTS, OR SERVICES) ARISING IN ANY WAY OUT OF THE USE OF ONLINE BANKING, ARISING OUT OF OR RELATED TO THESE WEB SITE RULES OR ARISING OUT OF ANY APPLICABLE SERVICE AGREEMENT, EVEN IF WE, OUR SUBSIDIARIES AND AFFILIATES AND THE SUPPLIER OF OUR DATA PROCESSING SERVICES HAVE BEEN ADVISED OF OR AWARE OF THE POSSIBILITY THEREOF, EXCEPT AS LIMITED BY APPLICABLE LAW, and (2) THE MAXIMUM AGGREGATE LIABILITY OF US, OUR SUBSIDIARIES AND AFFILIATES AND THE SUPPLIER OF OUR DATA PROCESSING SERVICES - *and your exclusive remedy* - FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION, SHALL BE THE LESSER OF THE AMOUNT YOU ORIGINALLY PAID FOR THE SERVICE, PRODUCTS OR MATERIALS OR \$100 (US). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MIGHT NOT APPLY TO YOU. NO ACTION REGARDLESS OF FORM ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY YOU OR ON YOUR BEHALF MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES.

Without limiting the generality of the foregoing, you agree that we, our subsidiaries and affiliates and the supplier of our data processing services for Online Banking services shall not be responsible for any loss, damage or injury

- arising in any way out of the installation, use or maintenance of the equipment, software, the Online Banking Services, or Internet browser or access software,
- caused by the equipment, software, Union National Bank, Netscape Navigator®, Microsoft Explorer®, Internet Service Providers (including commercial online service providers such as America Online (AOL), CompuServe, Prodigy and Web TV) or any agent or subcontractor of any of the foregoing,
- if you have insufficient funds in your account to make any requested fund transfers between your "Qualified Accounts" or bill payments,
- if your funds transfer or bill payment leaves insufficient funds in any account,
- if your funds transfer or bill payment does not cover, or arrives too late to cover, debits from the account you transfer funds to.

The foregoing parties will not be responsible if the instructions you give are incomplete, incorrect or inconsistent with the terms of this Agreement or the Bank Documents. We and our subsidiaries and affiliates will not be responsible for inquiries and transaction requests communicated by standard internet email.

Your Responsibilities

If, despite our advice, you give your password to anyone, you do so at your own risk. Anyone to whom you give your password will have full access to your accounts, even if you attempt to limit that person's authority. We are not responsible for establishing the identity of any person using your password. You must notify us immediately if your password is lost, stolen or compromised.

You are responsible for paying any applicable fees if there are insufficient funds in your account, or if you provide incorrect or inaccurate information. You are liable for all transactions that you make or authorize.

Release and Indemnification

You hereby release us, our subsidiaries and affiliates from any and all liability - and you agree not to make a claim or bring any action against us or any of our subsidiaries or affiliates - for honoring or allowing any actions or transactions by a person to whom you have allowed account access.

You indemnify and agree to hold harmless us, our subsidiaries and affiliates and the supplier of data processing services for our Online Banking from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your violation or breach of this Agreement or third party rights, including copyrights, proprietary and privacy rights, or any applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of this Agreement.

We Do Not Support Beta or Test Software

Online Banking does not support preview, test or beta versions from Internet Service Provider or browser software. Your use of any preview, test or beta version of that software is solely at your own risk and could limit the availability of Online Banking Services.

Screen Scraping

You should be aware of a practice commonly known as "screen scraping" or "information aggregation" whereby so-called "information aggregators" make

available to their customers a web site on which the customers may view information obtained from other web sites. For example, a customer, John Smith, might have brokerage accounts, credit card accounts, bank accounts, insurance accounts and loans with a number of entities that provide online access to Mr. Smith. For each entity with which Mr. Smith has online account access, Mr. Smith might have a separate user ID and password, and he would have to log in separately to each entity's web site to view account information or perform a transaction in a particular account.

An information aggregator, or "screen scraper," instead gives Mr. Smith the option to view and manage all of his online accounts held by the various securities, insurance, banking and lending entities in one place - on the aggregator's web site. Often, the composite information from the various entities is reformatted to the information aggregator's standards. To make this possible, the information aggregator will ask you for your user ID and password for the various online accounts you wish to view on the information aggregator's web site.

If you give the information aggregator this information, you do so at your own risk. We cannot verify the identity of the person gaining access to your account with your user ID and password, whether that person is you, another individual to whom - despite our advice - you have given your password, or an information aggregator. We, and our subsidiaries and affiliates will not be liable for the consequences if you share your password and account information with others. You agree that if you use an automatic check writing service operating through use of a personal computer or otherwise, the treatment of each item presented against your account through that service and our rights and obligations regarding the items presented will be the same as if the item were signed or initiated personally by you.

Our privacy policies protect customers' nonpublic personal information. If you choose to give your password and account information to a screen scraper or information aggregator, you should consider whether that person or company will protect your nonpublic personal information to the same extent we will. You should read carefully the screen scraper's terms and conditions of service before you subscribe for its services.

We reserve the right to monitor your Online Banking usage. We may terminate your Online Banking privileges if we have reason to believe an information aggregator or screen scraper is gaining access to your account(s).

Computer Performance

We and our subsidiaries and affiliates assume no responsibility and disclaim any and all liability for loss or damage associated with the functionality or operation of your computer, your connection to the Online Banking service, your browser software or your Internet Service Provider's services or performance, including loss or damage arising out of computer viruses.

D. Overdrafts: Order of Payments, Transfers, Other Withdrawals

If your account has insufficient funds to cover checks, debits, bill payments, and ATM withdrawals that are debited to your account and to perform all electronic fund transfers and bill payments that you have requested for a given business day, then:

1. Bill Payments, ATM transfers involving currency withdrawals and debited checks will have priority, and
2. We may, in our discretion, cancel any bill payments, electronic fund transfers initiated through Online Banking that could result in an overdraft of your account.

Stop payment requests sent to us via electronic mail or in any other manner will not reach us in time for us to act on your request. Such stop payment requests will be accepted only if we have a reasonable opportunity to act on your requests. If you have given us a Payment Instruction in advance to make recurring payments from your Payment Account to the same Payee, you can stop any of these payments by

- calling Union National Bank Customer Care at 1-877-517-8674 anytime, 24 hours a day, 7 days a week, or
- writing Union National Bank, Attn: Customer Care, 101 East Chicago Street, Elgin, IL 60120

All stop payment requests for recurring payments must be received by us at least three (3) days in advance of the Scheduled Payment Date. If you call, we may also require you to present your request in writing within fourteen (14) days after you call. In addition, you will be charged the applicable overdraft charges that apply to your account.

E. Hours of Accessibility

You can gain access to Online Banking seven days a week, 24 hours a day. However, some or all of the Online Banking Services could be unavailable from time to time for system maintenance and repairs.

Online Banking transfers between accounts initiated after 5:00 p.m.(Central Time) on a business day or on Saturdays, Sundays or federal holidays will be processed as of the next business day. Processing of Online Banking for internal transfers between accounts are immediate and will occur on business days only. Please note: A transfer you schedule for today in a repeating transfer series will be processed the next business day. Remaining transfers in the series will be processed according to the schedule you specify. If you want a transfer processed today, use the one-time transfer feature, which is real-time.

Bill Payment Services payments initiated after 8:00 p.m. Central Time on a business day or on Saturdays, Sundays or Federal Reserve holidays will be processed as of the next business day.

Certain exceptions may apply.

F. Your Consent to Electronic Delivery of Documents and 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 us.

Your consent to electronic delivery of documents and notices applies to any and all transactions effected by you using the Online Banking service 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 us or our affiliates 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 Union National Bank, Attn: Customer Care, 101 East Chicago Street, Elgin, Illinois 60120. You may also write to that address to request paper copies of Electronic Records and to update information we use for contacting you electronically, or you may update that information by using the [Alert List] feature of the Online Banking or create one by using [New Alert Lists].

We may charge a fee to provide paper copies of Electronic Records, as set forth in the Statement of Fees.

G. Other Agreements

In addition to this Agreement, you agree to be bound by and will comply with the requirements of all Online Banking instructions, the applicable Deposit Account

Agreement, the Statement of Fees, the applicable account Rules and Regulations, the rules and regulations of any funds transfer system to which we belong, and applicable federal and state law, all of which are hereby incorporated into and made a part of this Agreement.

IV. ONLINE BANKING SERVICES

A. Available Services

Online Banking gives you access to the checking accounts, money market accounts and savings accounts on which you are named as an authorized signer. These accounts are referred to in this Agreement as "Qualified Accounts." For deposit accounts, we post the available balance (which is real time for one-time transfer). For loans, we post the current balance. Bill Payment Services allows you to pay amounts you owe to merchants, utility companies, businesses or persons with a valid mailing address (referred to as "Payees")—excluding bill payments to federal, state and local taxes. ATM & POS transactions are updated nightly.

With Online Banking, you may make bill payment, transfer money between Qualified Accounts. You must have enough available money or overdraft protection in any account from which you instruct us to make a payment or transfer. If a hold is placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the held portion of the funds until the hold expires.

If any of your accounts are money market or savings accounts, certain types of transfers or withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in any specified period. The specified period for money market deposit accounts is the monthly statement period. The specified period for savings deposit accounts is a calendar month. The kinds of withdrawals or payments covered by this limitation are those made by means of preauthorized or automatic transfer, or by telephonic or data transmission agreement, order or instruction to another account with us, to us or to a third party. No more than 3 of these 6 transfers or withdrawals may be made by check, draft, debit card or similar order payable to third parties.

B. Internet Alliances

From time to time, we may establish on our Online Banking site or web site one or more internet malls or market places, or links to our alliance partners and co-branded internet web sites. We may display hypertext links, icons or marks of various merchants, suppliers and other unrelated companies selected by us ("Vendors") and their respective services and products. We are not an agent of any

other Vendor. We are not responsible and disclaim any liability to any Vendor or other person regarding any action, omission, or warranty of any kind concerning any Vendor or its products and services. We do not endorse, and disclaim any liability for, the Vendor's delivery or non-delivery of products and services, or the accuracy, completeness or timeliness thereof.

C. New Services

From time to time, we may introduce new Online Banking Services. By using those new services when they become available, you agree to be bound by the rules for the new services and you agree to pay any applicable fees for those new services. We will give you notice of new services as they become available, and we will advise you of any fees that will be charged.

V. PROTECTING YOUR ONLINE BANKING ACCOUNT

A. Your Password and Other Personal Information

Your role in preventing wrongful use of your accounts is extremely important. You must promptly examine your statement upon receipt. Never give your password to anyone who asks for your password by telephone or claims to us. Our employees do not need and will not ask for your password.

Protecting Personal Information - You are responsible to protect your account information and your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on any or all of your other accounts with us 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 Password - You are also responsible for keeping your Online Banking password confidential. We recommend that you change your password regularly. In addition, we recommend that you memorize your password and that you do not write it down.

B. Unauthorized Online Banking/Bill Payment Transactions

Notify us **AT ONCE** if you believe another person has improperly obtained your Online Banking 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 in your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments).

Telephoning is the best way of keeping your losses down. You could lose all the money in your account, plus your maximum overdraft line of credit. If your Online Banking password is lost, stolen or compromised and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Online Banking password without your permission to access a deposit account with us. Our business days are Monday through Friday, excluding federal holidays.

If you do NOT tell us within 2 business days after you learn of the loss or theft, and if we can prove that we could have stopped someone from taking money without your permission had you told us within 2 business days, you could lose as much as \$500. (See Electronic Fund Transfers Disclosures in your Owners Manual at the time you open your account for additional information.)

Also, if your statement shows transfers that an authorized account user did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you might not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking your money if you had told us in time.

If you believe that your Online Banking password has been lost, stolen or compromised, or that someone has transferred or may transfer money from your account without your permission, change your password in the Online Banking [Administration] screen and

- call Union National Bank at 1-877-517-8674, or
- write Union National Bank, Attn: Customer Care, 101 East Chicago Street, Elgin, Illinois.

C. Electronic Signatures; Electronic Records; Enforceability

Electronic Signatures and Electronic Records

In addition to the use of a password to gain access to Online Banking Services, we may - at our option and without assuming any obligation to do so - adopt or accept reasonable authentication procedures and electronic signatures to (a) verify the identity of a sender of Electronic Record, (b) determine that an Electronic Record has not been altered during electronic transmission or storage, and (c) authenticate the sender's Electronic Signature and attribute the Electronic Record to that sender. You and we may adopt as a signature an electronic identification

consisting of symbols or codes ("Electronic Signatures"), which may be affixed or contained in Electronic Records transmitted by you or by us to the other. The Electronic Signature so affixed to or contained in any Electronic Record shall be sufficient to verify the originating party and to evidence such party's acceptance of and agreement to be bound by the terms and conditions of the Electronic Record. Neither party shall disclose to any unauthorized person the confidential Electronic Signature of the other.

Enforceability of Electronic Records

An Electronic Record properly transmitted by you to us or by us to you shall be considered in connection with any contemplated transaction to be in "writing" or "in writing" and shall be considered as authenticated by an Electronic Signature. Any Electronic Record containing an Electronic Signature ("Signed Documents") shall be deemed for all purposes to have been signed and to constitute an "original" when printed from Electronic Records established and maintained by us or our authorized agents in the normal course of business. You agree not to contest the authenticity of Signed Documents or the admissibility of copies thereof under any applicable law relating to whether certain agreements, files or electronic records are to be in writing (documentary form) or signed by the party to be bound thereby. Electronic Records and Signed Documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. At our request, you agree to manually sign or place your signature on any paper original of any Electronic Record or Signed Document the Bank provide to you containing your purported Electronic Signature.

VI. GENERAL TERMS

A. Changes in Fees and Charges or Other Terms

We reserve the right to change the fees, charges and other terms of this Agreement at any time. We will notify you of such changes as required by law. If applicable law does not require notice of changes, we will decide whether and how to provide notice of changes to you. When changes are made to any fees or charges, we will notify you on-line or send a notice to you at the address shown on our records. Changes to fees applicable to specific accounts are governed by the Statement of Fees. Unless an immediate change is necessary to maintain the security of the system, the notice will be posted or sent at least 21 days before the effective date of

- any additional fees or increases in fees for Online Banking transactions

- any increase in your liability for Online Banking transactions
- restrictions on or reductions in available Online Banking transactions, or
- any stricter limitations on the frequency or dollar amount of Online Banking transfers.

If an immediate change is necessary to maintain or restore the security of your account or our system, and if disclosure would not jeopardize the security of the system, we will provide you with electronic or written notice within 30 days after the change becomes permanent.

You may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. However, any waiver, reversal or reduction in charges or fees does not obligate us to take a similar action in the future.

If you continue to use Online Banking Services after amendment or modification of this Agreement, any of the Bank Documents, or the Online Banking on-line instructions, that will constitute acceptance of the amendments and modifications and agreement to be bound by the amended and modified Agreement, Bank Document(s) and on-line instructions.

B. Disclosure of Account Information

DISCLOSING YOUR INFORMATION OUTSIDE OF UNION NATIONAL BANK

Your privacy is an important priority for us. When you share personal information with us, we believe we have an obligation to safeguard it. Federal banking regulations require that we disclose our Privacy Policy to you. Here it is:

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms.
- Information about your transactions with us, our affiliates, or others; and
- Information we receive from a consumer reporting agency.

We do not disclose any nonpublic personal information about our customers or former customers, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We

maintain physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

C. Questions or Errors in Online Banking Transactions

What You Must do

In case of questions or errors about fund transfers or bill payments through Online Banking transactions,

- telephone us at 1-877-517-8674, or
- write us Union National Bank, Attn: Customer Care, 101 East Chicago Street, Elgin, IL 60120

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

We must hear from you no later than 60 days after we send the FIRST paper statement on which the problem or error with the fund transfer appears. If you tell us orally, you must send us your complaint or question in writing within 10 business days to the address above. Internet email or Online Banking on-line communications do not constitute written notice of your complaint or question. When you call or write, provide the following information:

- Tell us your name and account number
- Describe the error or the 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
- Tell us the dollar amount of the suspected error.

What We Will do

We will investigate your complaint or question promptly to determine whether an error occurred. If we determine that an error occurred, we will correct the error within one business day. We will tell you the results of our investigation of the suspected error within 3 days after completing the investigation. If we decide 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.

We will complete our investigations within the following time schedules, measured from the date we first hear from you:

- 10 business days
- 20 business days if your inquiry has to do with a fund transfer to or from your account within 30 days after the first deposit in the account
- 45 business days if we need more time to investigate your complaint or question, or
- 90 business days if we need more time to investigate your complaint or question and if your complaint or question involves a fund transfer that (1) was not initiated in a state, territory or possession of the United States, the District of Columbia or Commonwealth of Puerto Rico, (2) resulted from a point-of-sale debit card transaction, or (3) occurred within 30 days after the first deposit to the account was made.

If we extend the time limit for investigating your complaint or question, we will provisionally credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete the investigation. Your account will be provisionally credited within 10 business days. If we do not receive your complaint or question in writing within 10 business days, we might not provisionally credit your account. Within 2 days after we provisionally credit your account, we will inform you of the amount and date of the provisional credit.

D. Our Liability for Failure to Complete Bill Payments or Transfers

If we do not complete a transfer to or from your account with us 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. As for Bill Payment Services, it will use its best efforts to make all your payments properly. Bill Payment Services shall incur no liability if it is unable to complete any payments initiated by you through Bill Payment Services. We will not be liable if the existence of any one or more of the following circumstances:

- If, through no fault of ours, you do not have enough money in your account for the transaction
- If the transaction would cause your balance to exceed the credit limit on your overdraft line
- If any electronic terminal, telecommunication device or any part of the electronic transfer system is not working properly and you knew it was not working properly when you started the transfer
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us

- If a legal order prohibits withdrawals from the account
- If your account is closed or frozen
- If you, or anyone to whom you allow account access, commits any fraud or violates any law or regulations, or if your account is frozen because the Bank suspects fraudulent activity
- If you do not provide us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the Biller on a bill payment
- If the Payee mishandles or delays a payment sent by the service
- If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are not sufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In all such instances, you will receive a return notice from Union National Bank.

See [Section III.C., Terms and Conditions - Liability.](#)

E. Account Termination

Termination by Us

We may terminate this Agreement at any time. We will notify you if we terminate this Agreement. Once this Agreement is terminated, no further Online Banking transfers or bill payments may be made using Online Banking.

We may cancel your Online Banking privileges at any time without prior notice if you have insufficient funds in any one of your accounts with us, or if we have reason to suspect fraudulent activity. After termination, we may, in our sole discretion, reinstate your Online Banking privileges if sufficient funds are available in your accounts to cover any fees or charges and any pending transfers or debits, provided you satisfy such other conditions as we may impose. To reinstate your Online Banking privileges, you must call us at 1-877-517-8674.

If you do not use Online Banking Services for a period of three successive months, we reserve the right to discontinue your Online Banking privileges without notice. Your Online Banking account history will be lost permanently if your Online Banking Services are discontinued by you or by us. However, we will retain our customary account records in accordance with our normal record retention procedures. Discontinuance of Online Banking Services by you or by us will not result in closure of your account(s).

Termination by You

You may terminate this Agreement at any time by

- notifying us in a writing signed by you, addressed to Union National Bank, Attn: Customer Care, 101 East Chicago Street, Elgin, IL 60120, or
- calling us at 1-877-517-8674, followed within 10 business days by a written notice of termination signed by you, addressed as indicated above.

However, instructions from you to make Online Banking transfers or bill payments will remain in effect until (1) we receive written notice of termination and (2) we have had a reasonable opportunity to act upon the written notice of termination. Once we act upon your termination notice, no further Online Banking transfers or bill payments will be made, including transfers or bill payments scheduled in advance and preauthorized recurring transfers or bill payments. Any such termination by you applies solely to Online Banking Services and does not terminate your checking account(s) or other accounts with us.

F. Other General Terms

Export Limitations - You understand that Online Banking uses controlled software for encryption, which could be subject to strict export license requirements. If the Online Banking software is identified as a not-for-export product (for example, on the box or media or in a message displayed during the installation process), then, unless you have an exemption from the United States Department of State, the following applies: THE SOFTWARE AND UNDERLYING TECHNOLOGY MAY NOT BE EXPORTED OUTSIDE THE UNITED STATES OR TO ANY FOREIGN ENTITY OR "FOREIGN PERSON" AS DEFINED BY U.S. GOVERNMENT REGULATIONS, INCLUDING WITHOUT LIMITATION ANYONE WHO IS NOT A CITIZEN, NATIONAL OR LAWFUL PERMANENT RESIDENT OF THE UNITED STATES. BY DOWNLOADING OR USING THE SOFTWARE, YOU AGREE TO THE FOREGOING AND YOU REPRESENT AND WARRANT THAT YOU ARE NOT A "FOREIGN PERSON" OR UNDER THE CONTROL OF A "FOREIGN PERSON." You represent and warrant that you are not acquiring the non-exclusive license granted hereunder on behalf of a U.S. government agency and you acknowledge and agree that the license granted hereunder is not being acquired pursuant to a U.S. government contract or using software developed with U.S. government funds.

You are solely responsible for obtaining any required export licenses or authorizations and for compliance with the Export Administration Regulations and any export or import restrictions imposed by any other country. Your obligations under this provision shall remain in effect after termination of this Agreement.

By downloading the software for or using Online Banking Services, you represent and warrant to us that

- you are not located in, under the control of, or a national or resident of Cuba, Iraq, Libya, Sudan, North Korea, Iran, Syria or any other country to which the United States has embargoed exports, and
- you are not on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Denial Orders.

Copyrights and Trademarks - The trademarks, logos and service marks displayed by the Online Banking service or on Union National Bank's web site are the property of Union National Bank and other parties. You are prohibited from using any trademarks, logos or service marks without the written permission of Union National Bank or the party who owns the logo or mark. All content displayed or available through the Online Banking service or Union National Bank's web site 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 Online Banking service or Union National Bank's web site for any commercial, public or unlawful purpose.

Linked Internet Web Sites - We may provide links to other web sites for your convenience. We do not endorse or accept responsibility for any linked sites. We make no representations about any web site you may access through the Online Banking service or through our web site. Any web site linked to the Online Banking service or our web site is independent of us. As a result, we cannot control the products, services, materials or information contained in or available through other web sites. The quality and dependability of the other web sites may vary as they are updated and altered. Access to any other web sites linked to the Online Banking service or to our web site is at your own risk.

Assignment - We may assign this Agreement to our parent corporation or to any existing or future affiliate or subsidiary of ours, or our parent corporation. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

Notices - Except as provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last

known address that we have for you in our records or when we provide such notices to you through the Online Banking service.

Notices by Internet email to the Bank are not acceptable and will not be acted upon by the Bank.

Notices to the Bank will be effective upon receipt by the Bank if mailed to Union National Bank, Attn: Customer Care, 101 East Chicago Street, Elgin, IL 60120, or if you call us at 1-877-517-8674. You agree that we may record conversations our employees have with you. We may do this from time to time to monitor the quality of service, to ensure the accuracy of information our employees give you and to ensure that your instructions are carried out.

Our employees can help you resolve Online Banking problems, but they are not authorized to waive any provisions of this Agreement.

Governing Law - Online Banking Services, and our web site, (excluding any linked sites) are controlled by us from our offices within the State of Illinois. By using Online Banking Services, you and we agree that all matters relating to your access to or use of Online Banking shall be governed by the laws of the State of Illinois, and by federal laws of the United States, without regard to conflicts of laws principles thereof. The application of the United Nations Convention on Contracts for the International Sale of Goods, and the model Uniform Computer Information Transactions Act and Uniform Electronic Transactions Act approved by the National Conference of Commissioners on Uniform State Laws (as enacted into law in any state of the United States) are expressly excluded and shall not apply.

We make no representation that products, services, or materials available on or through Online Banking or our web site are lawfully available for use in locations outside Illinois, and gaining access to them from territories where the same or their content is illegal is prohibited. Any person who gains access to Online Banking or our web site from locations outside Illinois does so at his or her own initiative and is responsible for compliance with local laws. If you use Online Banking or our web site or the products, services or materials for any unlawful or illegal purpose, you must promptly reimburse us for all losses, costs and expenses incurred by us as a result of that use.

Jurisdiction and Venue - You and we also agree and hereby submit to the exclusive personal jurisdiction and venue of the state courts in Kane County, State of Illinois, and the United States District Court for the Northern District of Illinois, Eastern Division, with respect to all matters relating to your access to or use of Online Banking or our web site or any product, service or material contained on, distributed through, or linked, downloaded, accessed or obtained from or through Online Banking or our web site. You and we both consent to such jurisdiction and venue.

Arbitration and Waiver of Jury Trial - Any claim arising out of or relating to this Agreement or Online Banking Services or products is subject to the terms and conditions concerning arbitration described in the applicable Deposit Account Agreement. In addition to these arbitration provisions, you and we each agree to waive your right and our right to a jury trial in any court action or proceeding between you and us involving any matter contemplated by this Agreement.

Severability - If any terms of this Agreement are determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of the remainder of such provisions and of this Agreement shall not be impaired and shall be construed and deemed to be legal, valid and binding to the maximum extent permitted by law.

Captions - The section and paragraph captions in this Agreement are for convenience only. They do not constitute part of this Agreement and they shall not limit or otherwise affect any of the provisions of this Agreement.

By using the Online Banking Service, I agree to the terms of this Agreement, and I consent to electronic delivery of Electronic Records as set forth in this Agreement.

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