

First National Bank of McHenry eDocument Terms and Conditions

This First National Bank of McHenry eDocument Terms and Conditions provides consent to receive bank statements and accompanying notices, as well as pertinent legal disclosures for your selected First National Bank of McHenry account(s) by electronic delivery, called eStatements, eNotices, and eDisclosures. These Terms and Conditions are in addition to those that apply to an account or other service you have with First National Bank of McHenry which includes the Personal Online Banking User Agreement terms and conditions, as well as our rules and regulations and Privacy Policy. Within this Agreement, the terms "you", "your", and "customer", refer to each depositor on an account who has elected to receive an electronic statement, the term "account" or "accounts" means your accounts at First National Bank of McHenry, and the term "eDocuments" refer to statements, notices, or disclosures which will be delivered to you via electronic mail notification. All eDocuments shall be in full compliance with applicable laws and regulations.

1) Consent

In order for First National Bank of McHenry to begin providing your bank statements, notices, and legal disclosures to you electronically, we will need your consent. Prior to providing this consent, it is recommended that you read this entire Terms and Conditions carefully and save it for future reference.

You may provide consent to us by signing the eDocument Enrollment Form or automatically enrolling in eDocuments from the First National Bank of McHenry's Personal Online Banking website. After you consent to receiving electronic statements, you will no longer receive periodic account statements, notices, or disclosures by United States Postal Service. You may request paper copies of the aforementioned items by contacting First National Bank of McHenry at 815.385.5400, or 815.363.5800, or 847.526.1770, or 815.678.2265. There may be a charge associated with your request which is outlined later in the Terms and Conditions.

2) Right to Withdraw Consent

To discontinue the eDocuments delivery service, you can email your request to First National Bank of McHenry at accountservices@firstmchenry.com or you may verbally request the discontinuation of eDocuments by calling (using the same telephone numbers above) a First National Bank of McHenry Personal Banker. Please allow five days for the request to be implemented and updated on the First National Bank of McHenry's records. Please be aware that the type of account you have may require eDocuments in order to avoid a monthly fee or to earn reward points, and the discontinuation for the eDocument service may subject you to a nominal monthly fee or the forfeiture of your reward points.

3) Joint Accounts

If your First National Bank of McHenry account is owned jointly with another person, either one of you may consent to receive eDocuments and that person's election to access eDocuments shall apply to both of you. First National Bank of McHenry will automatically turn off the paper statement for that account when the first eDocument has been made available to you.

4) Equipment Requirements

The hardware and software requirements to enable you to receive and retain your eDocuments are discussed below:

First, the same terms apply with respect to electronically delivered account statements as for those delivered in paper form, and the deposit agreements and disclosures that you have previously entered into with or received from First National Bank of McHenry remain in effect. Second, for you to be able to receive and view your statements effectively, you must use a desktop or laptop personal computer with broadband Internet connection that has an Internet browser that supports 128-bit (or better) encryption. Your computer must have sufficient memory to view electronic statements and store the statements for future research purposes. Both the Microsoft Internet Explorer® browser and the Netscape Navigator® browser versions 4.0 or higher will enable you to receive and use our service. If you do not have at least a 4.0 version of one of the referenced browsers, you can go to the web site of either Microsoft or Netscape and download the appropriate version of the browser you need. Also, to view your eDocuments, Adobe Acrobat Reader 3.0 or greater is required. This product is available for free download at www.adobe.com. Additionally, access to First National Bank of McHenry's Personal Online Banking product will be required in order to safely and securely receive your eDocuments.

5) Accessing eDocuments

First National Bank of McHenry will use the email address you provide to send an email notifying you of your eStatement and / or eNotice and / or eDisclosure. You may then click on the link within the email or navigate directly to First National Bank of McHenry's website, www.firstmchenry.com, to retrieve your eDocument. You will need to use your Access ID and Password that you normally use to access the Personal Online Banking application. Your eDocuments may be viewed by clicking on your account and then clicking the "eDocuments" button. These eDocuments can be viewed online, saved to your computer, or printed at your convenience. eDocuments will be available for retrieval for up to 18 months. It is your responsibility to specifically view these eDocuments using First National Bank of McHenry's Personal Online Banking application. By accepting this eDocument Terms and Conditions, you agree that it is your responsibility to ensure that the eDocuments cannot be intercepted or viewed by others. You understand that you have no expectation of privacy if the eDocuments are transmitted to an email address owned by a third party, for example, your employer. You further agree to release First National Bank of McHenry from any liability if the information is intercepted or viewed by unauthorized parties at your employer or other email address selected by you. Multiple accounts can be registered under one Access ID and Password as long as the user is an owner on each account registered. You will be able to view all registered eDocuments, including accounts held jointly with other accountholders. Only one Access ID and Password will be issued per eDocument account. eDocuments cannot be sent to multiple email addresses.

6) Frequency of eDocuments

eStatements and eNotices will be available at the same frequency as your statement and / or notice that were previously mailed. Generally, checking and savings statements will be available for viewing

monthly or quarterly, according to your previously designated statement cycle. eNotices will generally be available the first business day after the event that triggered the notice. Dormant account cycles may differ.

7) Customer Responsibilities

You are responsible for accessing, opening, and reading of your eDocuments at your earliest convenience. These contain important and legally binding information and disclosures. You are responsible for promptly notifying First National Bank of McHenry if any eDocuments you receive are incomplete, unreadable, or inaccessible. You agree to immediately notify First National Bank of McHenry of any changes to your email address. This can be done within the Personal Online Banking application by clicking the "Change Password" button. You should allow a minimum of three business days for First National Bank of McHenry to act on changes made to your delivery email address. Failure to update and / or correct your email address may result in First National Bank of McHenry reinstating the delivery of your paper statement. If your electronic mail is returned as undeliverable, an attempt will be made to contact you and a paper statement will be delivered through the United States Postal Service. If we are unable to contact you for a working email address, subsequent monthly statements and notices will convert to paper and will be sent through the United States Postal Service from that point forward

As a First National Bank of McHenry Personal Online Banking customer, you were assigned an Access ID and Password which allows you access to the Personal Online Banking website. You are responsible for keeping your Access ID and Password confidential and for ensuring that you have logged out when your session is complete to prevent unauthorized access. It is your responsibility to contact us if you know or suspect unauthorized use of your Access ID and Password. Review our Personal Online Banking User Agreement and Disclosure for further information. You agree to provide true, accurate, current and complete information about yourself as requested, and not misrepresent your identity. You understand that you have a duty to exercise reasonable promptness in examining your eDocuments which may include your cancelled check images for unauthorized signatures, alterations, forgery, posting errors, etc, as well as potential errors on your eStatement. The statute of limitations governing these responsibilities will commence at the time First National Bank of McHenry sent you the email notification that your eDocuments are available. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared as outlined in Section 13, below. You agree that First National Bank of McHenry's security procedures are commercially reasonable.

8) Privacy

Our privacy policy that has been previously provided to our customers will apply to this service and the policy is incorporated into and made part of this eDocument Terms and Conditions. In order to receive your statements electronically you must provide (and maintain) a valid email address. This email address will be used in accordance with the Bank's privacy policy to deliver your eDocuments to you. It will not be sold or otherwise provided to third parties.

9) Change of Terms

First National Bank of McHenry may change, suspend, or eliminate all or any aspect of this delivery service upon notice to you. Additionally, First National Bank of McHenry reserves the right to change the Terms and Conditions at any time, which includes the addition and deletion of eDocument services. If there is more than one party on the account, notice to any one-account owner will be sufficient notice for all.

10) Liability

First National Bank of McHenry does not guarantee the delivery of any email notification, nor liability for losses or damages arising from non-delivery, delayed, or misdelivery. Factors affecting these email notifications are solely between you and a Third Party that you designate, such as an Internet Service Provider and Phone company. We make no representations or warranties whatsoever with regard to Third Party Service Providers products or services. Likewise, First National Bank of McHenry makes no warranty of any kind, express or implied that our eDocument delivery will be uninterrupted or error free. Simply because of the unpredictability of the internet, we do not guarantee continuous or uninterrupted access to your account statements through the Internet. However, should you be unable to access your statements, you can call us at 815.385.5400 and we will take other measures to provide you with copies of your statements. We do not and cannot warrant that First National Bank of McHenry will operate without error, or that eDocuments will be available at all times. You agree that neither we nor our suppliers or our directors, officers, or employees be held liable for any technical, hardware or software failure of any kind, any interruption in the availability of our service, any delay in operation or transmission, any incomplete or garbled transmission, computer virus, loss of data or other similar loss. To the extent we may have breached any term of this consent and agreement, you agree that your sole remedy is to discontinue use of this service.

11) Governing Law

You agree that this Consent and Agreement is governed by the laws of the State of Illinois, excluding any application of conflicts of laws, rules or principles. You agree that the sole jurisdiction and venue for any litigation arising from your use of our service shall be an appropriate federal or state court located in the State of Illinois.

12) Contact Information

Please contact us immediately in the event that there is a change in your email address or any errors or complications relating to your electronic receipt or access of your Account Statements.

- Account Services – accountservices@firstmchenry.com
- Fax to: 815.678.1288
- Call us: 815.363.5880

13) Errors and Questions

In case of errors or questions regarding your eDocument, call First National Bank of McHenry at 815.363.5880, e-mail us at accountservices@firstmchenry.com or write us at:

First National Bank of McHenry Attention: Account Services Post Office Box 338 McHenry, Illinois 60051-0338

We must hear from you at the specified telephone number or address no later than sixty (60) days after we sent you the first statement on which the problem or error appeared. We will need:

1. Your name and account number (if any);
2. A description of the error or the transfer in question, and an explanation concerning why you believe it is an error or need more information;
3. The dollar amount of the suspected error;
4. The date on which it occurred.

If the report is made orally, we may require that you send the complaint or question in writing within ten (10) business days from your initial contact. We will notify you with the results of the investigation within ten (10) business days and will correct any error promptly. If more time is needed, however, we may, at our sole discretion, take up to forty-five (45) days to investigate a complaint or question. If this occurs, we will credit your account within ten (10) business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within ten (10) business days from your original contact, we may not credit your account until the investigation is completed.

If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.

14) Service Charges and Fees

- Electronic Statement: No Charge
- Initial Set-up of Service: No Charge
- Paper Copy of eStatement: \$2.00 per statement
- Discontinuation of Service: No Charge