

Online Banking Agreement and Disclosure

This Agreement and Disclosure sets forth your rights and responsibilities and ours concerning the use of our Online Banking Product. In this agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean Northwest Bank. By using Online Banking, you agree to all of the terms of this agreement.

ONLINE BANKING FEATURES:

You may access your account information by using a specific Online User ID and password assigned to you. At the present time you may use the system to:

General Online Banking

- Perform account inquiries on checking, savings, certificate and loan accounts
- Obtain statement transaction detail on your accounts
- Transfer funds between your deposit and/or loan accounts
- Initiate instructions for placing a stop payment on your checking account

Bill Payment

- Initiate bill payments to any merchant or vendor you choose

Cash Management Features (Commercial customers only)

- Initiate EFTPS tax payments- ACH origination

FEES AND CHARGES: Personal

- No charge

Commercial

- \$15.00 per month for inquiries
- \$25.00 per month for cash management services
- Normal bank fees will be assessed for completed wire transfers and stop payments
- Normal check fees will be assessed when check orders are processed
- Commercial Cash Management features are billed per individual proposal

Preauthorized Payments

Your account will be charged \$35.00 for each stop payment order you request.

Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

LIMITATIONS ON FREQUENCY AND AMOUNT:

According to Federal Regulations, you may not make more than six(6) preauthorized or automatic transfers or checks from your savings account, which includes money market accounts, during a given monthly statement period. There are no limits on the number or dollar amounts of transfers or payments you make from your checking account. Balances shown online may include deposits subject to verification by us. The balance may also differ from your records due to deposits in process, outstanding checks or other withdrawals, payments or charges. We have the right to cancel transactions if sufficient funds are not available in your account.

USER ID AND PASSWORD:

The User ID and password issued to you is for your security purposes. Your password is confidential and should not be disclosed to third parties. You are responsible for safekeeping your password. You may change your password at any time by requesting a password change on the login page. You should carefully select a password that is hard to guess. (We suggest that you stay away from names, dates, and information that may be easily guessed.) You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts. In order to ensure the security of your records, we will end your online session 60 minutes after your login to the system. This is to protect you in case you accidentally leave your computer unattended while you are logged on. When you return to your computer, simply re-enter your user id and password and continue your session.

NO SIGNATURE REQUIREMENT:

When any payment or other on-line service generates items to be charged to your account, you agree that we may debit the designated account without requiring your signature on the item and without any notice to you.

NOTICE OF LIABILITY:

Tell us AT ONCE if you believe your password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss, and we can prove that we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00. If your statement shows transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period. When you give someone your Northwest Bank Online Banking Username and/or Password, you are authorizing that person to use your Online Banking Services, and you are responsible for all transactions the person performs using your Online Banking Services. All transactions that a person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. If you believe that your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission call 815-987-4550, or write to us at Northwest Bank, P.O. Box 1060, Rockford, IL 61105-9953.

BUSINESS DAYS:

Our business days are:

- Drive Up: Tuesday – Thursday 8:00am – 5:00pm
- Drive Up: Monday and Friday 8:00am – 6:00 pm
- Lobby: Monday – Friday 9:00 am – 5:00 pm
- Drive Up and Lobby - Saturday 9:00 – 12:00
- Holidays are not included.

CUTOFF TIMES:

The following cutoff times pertain to specific Online Banking features. Transactions received after the cutoff time will be posted the following business day. To ensure that payment is properly credited to your account prior to the payment due date, please allow at least (5) business days from the date payment is submitted for your payment to reach your merchant or vendor.

EFT Tax Payment – 3:00 p.m.

Payroll – 3:00 p.m.

Collections – 3:00 p.m.

ACH Payments – 3:00 p.m.

ACH Receipts – 3:00 p.m.

Cash Management – Determined per individual proposal

DOCUMENTATION: Periodic Statement:

You will get a monthly account statement from us on your checking and money market accounts and a quarterly statement on your savings account, unless based on EFT activity you qualify for a monthly statement.

Confirmation or Receipt:

A confirmation or receipt will be displayed at the time you make a transfer, submit a bill payment, initiate cash management transactions, or submit instructions for wire transfers, stop payments. Should you wish to discontinue receiving notices by electronic means, call 815.987.4550, or write to us at Northwest Bank, P.O. Box 1060, Rockford, IL 61105-9953 with your request. This confirmation or receipt should be printed and kept for your records.

OUR LIABILITY FOR INCOMPLETE TRANSACTIONS:

If we do not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to cover the transaction.
- If the money in your account is subject to legal process or other claim restricting such transaction.
- If the transaction would go over the credit limit on your overdraft line.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- If any information provided by you about the payee on a bill payment is incorrect.
- If there are any delays in handling the payment by the payee.

IN CASE OF ERRORS OR QUESTIONS:

Telephone us at 815-987-4550, or write to us at Northwest Bank, P.O. Box 1060, Rockford, IL 61105-9953 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than (60) days after we sent the FIRST statement on which the problem or error appeared.

- 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 an error or why you need more information
- Tell us the dollar amount of the suspected error
- Confirmation or Receipt number

For bill payment errors tell us

- Checking account used to pay the bill
- Payee name
- Date the payment was sent
- Confirmation or Receipt number
- Payment amount
- Payee account number

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not credit your account. If we decide that there was no error, we will send you a written explanation of our findings within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If a notice or error involves an electronic funds transfer that was initiated in a foreign location, involved a new account or was a point-of-sale transaction, the applicable time period for action shall be ninety (90) calendar days instead of

forty five (45) calendar days. An account is considered a new account for the first 30 calendar days after the first deposit is made, if you are a new Customer.

CONFIDENTIALITY:

We will disclose information to third parties about your account or the transaction you make:

- To complete transactions as necessary
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant or
- To comply with government agency or court orders or
- If you give us your written permission

VIRUS PROTECTION:

Northwest Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and digital storage using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

NOTICES:

All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

ENFORCEMENT:

In the event either party brings a legal action to enforce this agreement or collects amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

TERMINATION:

You agree that we may terminate this agreement if:

- You or any authorized user of your password breach this or any other agreement with us
- We have reason to believe that there has been an unauthorized use of your account or password
- We notify you or any other party to your account that we have canceled or will cancel this Agreement
- (Deleting red mark) You or any other party to your account can terminate this Agreement by notifying us in writing at Northwest Bank, P.O. Box 1060, Rockford, IL 61105-9953.

Termination of service will be effective the first business day following receipt of your written notice.

Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. Northwest Bank of Rockford reminds you that the Internet lacks inherent security for commercial transactions and therefore Northwest Bank of Rockford cannot and does not guarantee that downloads from this site will not contain a virus or other destructive device. Additionally, you provide, request and receive information from this site with the knowledge that such information can be intercepted and/or viewed by unknown third parties. Please contact us at 815-987-4550 with any questions you may have regarding the above information and disclaimers.