

INTRODUCTION

This NetTeller Online Banking Agreement and Disclosure governs your use of NetTeller. Throughout this web site the Agreement, Disclosure, and all related documents will be referred to as "Agreement". By using NetTeller Online Banking, you agree to all of the terms of this Agreement. Please read it carefully and keep a copy for your records.

DEFINITIONS

You or Your – The person(s) subscribing to or using NetTeller Online Banking.

We, Us, or Our – Refers to Old Second National Bank, and any agent, independent contractor, designee, or assignee Old Second National Bank ~~may~~ may involve in the provision of NetTeller Online Banking.

Business Day – Any calendar day other than Saturday, Sunday, and any holidays recognized by us. Bill payments are processed on all business days that both the Federal Reserve Bank and the US Postal System are operating and open for business.

Business Day Cut-Off – Our primary banking offices are located in Aurora, IL and we base our business day on the Central Daylight Time zone. For posting purposes, we will process all transaction files completed by **7:00PM CT** on that business date. Transactions completed after **7:00PM CT** will be processed on the following business day.

Privacy Statement – Privacy is important to our customers. We have taken steps designed to insure security and privacy for your personal and financial dealings with the bank. Our customer privacy statement can be obtained by clicking on the following link - [Privacy Statement](#).

ABOUT NETTELLER ONLINE BANKING

Old Second National Bank's NetTeller Online Banking consists of a NetTeller web site that provides a number of financial services to its customers.

The NetTeller Online Banking system currently may provide you with the following services:

- Account Inquiries, balances, rates, etc.
- Transactions History
- Transaction Downloads
- Account transfers
- Secure Applications
- View Detailed Transactions
- Various bookkeeping services
- Payments to our loan accounts

If you select Bill Payment, these additional functions are available:

- One-time Payments
- Occasional Payments
- Fixed Recurring Payments
- Variable Recurring Payments

Special commercial services may also be offered to accounts including:

- Wire Transfer Requests
- Multiple User Sign-On
- ACH Origination

Additional fees may apply. Please contact your account officer for information.

WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING NETTELLER ONLINE BANKING SOFTWARE OR SERVICES OR BROWSER INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

INTERNET SECURITY INFORMATION

Old Second National Bank's NetTeller Online Banking system utilizes a comprehensive security strategy designed to protect your accounts and transactions conducted over the Internet. In addition to our login security, we use the SSL (secure socket layer) encryption technology for everything you do in the NetTeller Online Banking system. This technology is automatically activated by your browser when it attempts to connect to our system and it will support either the 40 or 128 bit key lengths, although we will warn you when your browser is set to use the lower security level encryption of 40 bits. Whenever SSL is securing your communications, the browser will typically indicate the "secure session" by changing the appearance of a small padlock icon at the bottom of the screen from *open* to *locked*. When locked, your communications are scrambled from your browser to our servers at all times to help prevent an unauthorized party from reading the information as it is carried over the Internet. We recommend the use of [Internet Explorer](#) versions 7.0 or higher.

During your use of the NetTeller Online Banking system, we will pass a "cookie" to your browser for identifying you during the session. We do not (and cannot) use our cookies to obtain new information about you or to read information stored on your hard drive. A "cookie" is a way for web sites to recognize whether you have visited the site before. It is a piece of data given to a browser by a web server, so that the browser will hand it back to the server on subsequent visits. When you log into the system, this cookie enables us to process multiple transactions during the session without you having to provide your NetTeller ID and password for each individual transaction. When you log off, or after ten minutes of inactivity, the cookie is no longer accepted and must be renewed by re-entering your password. A new cookie is used for each session. That way, no one can use the cookie to access your account. We are not responsible for the security of the information stored on your personal computer. We strongly encourage our customers to clear the cache on their computers immediately after conducting financial transactions over the internet. Please use your browser help function for instructions on doing so.

In addition to the security measures described above, there may be other security notices posted on the website regarding security issues. It is your responsibility to read all applicable notices. One of the main security features regarding the use of the NetTeller Online Banking system is the unique combination of your NetTeller ID and password. It is important that you keep your password secret. We will not be liable for any losses resulting from you permitting other persons to use your NetTeller ID and password to access the system or failing to clear the cache from your browser session. If you have more questions about our security systems for conducting transactions safely over the Internet, please [contact us](#).

BROWSER OPTIONS

We recommend your browser settings be set so your browser will check for new versions of Temporary Internet files every time you start your browser.

REGISTRATION PROCESS

The NetTeller Online Banking service requires that the customer complete the initial registration process. This involves completion of the enrollment form that will identify you to Old Second National Bank and provide certain information that we will need to enable the service. We will verify the information you submit for accuracy and authorizations. In about two business days, you will be notified when your account will be activated.

LOGIN SECURITY

At the time you request the service, we will provide you with a unique "NetTeller ID" and "NetTeller Password" that will be used to gain access to the system. Prior to activation, we will verify your identity and authorization to information associated with the accounts that you requested through the service. You must change your password on your first successful login.

To help prevent unauthorized access and ensure the security of your accounts, we will end your online session if we have detected no activity for 10 minutes. This helps protect you in the event that you accidentally leave your computer unattended after you've logged on.

Because your password is used to access your accounts and we are entitled to act on instructions received under your password, you should treat it as you would any other sensitive personal data. You should carefully select a password that is hard to guess. Keep your password safe. Memorize your password and never tell it to anyone.

Our online security feature allows us to identify the computer(s) you normally use to log on. To assist in preventing someone from accessing your accounts from an unknown computer, we may occasionally need you to verify your identity when you login. This is done by answering security questions that you have already established in the Options section of NetTeller. **We will never ask you to e-mail your personally identifiable information such as your social security number or account number.**

LOG-ON SECURITY (Cash Management Users)

As a business customer, you can establish separate logins for each employee you designate to have access to your NetTeller accounts. The login consists of a unique Cash Management ID and Cash Management password and is in addition to the NetTeller ID and password. This provides you with control over specific levels of access for individual employees. If you set up one or more additional employees for access, you become the administrator and agree to be responsible for establishing and maintaining IDs and passwords.

ACCOUNTS

You may request to access any account on which you are a signer or owner. If you desire services that allow you to initiate payments or transfers from the account, you will need the required withdrawal authority over the account to be able to complete the transaction. By using the service, you agree to maintain one or more accounts with us and to keep sufficient balances in your account to cover any transactions and fees that are ultimately approved by or related to the system. We will not be obligated to act on any withdrawal instructions from you if you do not have sufficient funds, including overdraft lines of credit, available in the account you designate. If the accounts added to the service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your ID and password are authorized unless we have been notified to cancel the service. Once an account is added, regardless of which of the primary or secondary contacts is the owner, responsibility must be taken by all account holders for all transfers, withdrawals, bill payments, etc. Minor account owners will require the approval of the primary owner prior to debit transfer access being approved.

FEES FOR THE NETTELLER ONLINE BANKING SERVICE

The NetTeller and NetTeller Bill Payment service is free for all customers.

CANCELLATION OF NETTELLER ONLINE BANKING

Your NetTeller Online Banking may be canceled at any time by us in whole or in part without prior notice to you due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. You will remain responsible for all transactions approved by the system prior to the cancellation, and for any other fees associated with the service. After cancellation, service may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate the NetTeller Online Banking service, you must reapply for the service.

BALANCE INQUIRIES, BILL PAYMENTS AND TRANSFERS LIMITATIONS

You may use NetTeller Online Banking to check the balance of your accounts and to transfer funds among your accounts. According to Federal regulations, you may not make more than six (6) pre-authorized or automatic transfers or bill payments from your Money Market Deposit Account or Savings Account during a given monthly statement period. There are no limits to the number of transfers or bill payments from your Checking Accounts. Currently, the bill payment service is limited only to Checking Accounts. Balances shown in your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. If you have further questions, [contact us](#). The balances are updated in "real-

time" and the system will display the most current "as of" date on the "accounts" summary page. Situations may occur that cause a delay in an update of your balances. The system will use the most current balance available at the time of a transaction on which to base our approval. Any information you receive from us through NetTeller Online Banking is believed to be reliable. However, it can only be provided on a best efforts basis for your convenience and is not warranted or guaranteed. We are not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information or for any investment or other decision made using this information.

SPECIAL INFORMATION ABOUT THE STOP PAYMENT SERVICE

The system includes several options that provide a means to securely forward your stop payment to us for processing. Generally, requests received from the system will be processed within one business day using procedures that would handle similar requests received by mail or fax. If urgent action is required, we recommend that you contact us directly by telephone or in person. Additional terms of acceptance or disclosures may apply on the Stop Payment service and these terms will be disclosed at the time that you complete the request. The Stop Payment feature is designed to submit a request to stop payment on checks you have written. We do not guarantee the ability to successfully stop a payment within the first 24 hours from the time of the request due to timing issues. The stop payment order is effective for only six months, unless it is renewed in writing. Once a stop payment order expires, the Bank may pay the item. There may be additional fees associated with some of these services. This service is not available to cancel the payments scheduled through the bill payment service. If you have a problem or need to cancel a bill payment, you will need to [contact us](#).

BILL PAYMENT SERVICE

It is easy to pay bills online. Simply set up your Payees by choosing from our large database of electronic vendors that already exist. If your vendor is not listed in our electronic database you may enter the Payee as a check payment. We should be able to process payments to any payee that has a US Postal address.

PAYMENT LIMITS. The daily limit for the total dollars of payments approved is governed by the system's available balance in the checking account selected for making the payment. You can withdraw up to the system's available balance as long as your account shows sufficient funds to cover your payments. Bill payments that you initiate are drawn on your checking account(s) like any other check that you write. NSF bill payments will be treated like any other NSF item presented to the bank for payment. Repeated occurrences of NSF bill payments may result in suspension or cancellation of bill payment privileges.

SCHEDULING PAYMENTS. Please note the following when scheduling Bill Payments through NetTeller:

- Any payment scheduled after our cut-off time, 12:00 Noon CT each business day, will not be sent out until the next Business Day.
- If we have to send a paper check in the US Postal System, we typically suggest a Pay On Date that's at least ten (10) full business days prior to the date that you would like the payee to receive the payment for processing at their address. We are not responsible for postal delays.
- If the payee accepts the payment electronically, we generally suggest a Pay On Date that's at least three to four (3-4) full business days prior to the date you would like the payee to receive the payment.
- Our system assumes the payee/vendor will promptly process the payment on the business day it is received. Any delays caused by the payee/vendor would result in additional delay before the payment would show on their records. We are not responsible for processing delays by the payee.

FEES. The service is free for **all NetTeller customers**. ~~individuals and \$0.95 per month for businesses after a free 90-day trial. All fees for the Bill Payment service will be assessed on a monthly basis, upon the first business day of the month and debited from your checking account from which NetTeller Bill Payments are made. If you cancel the bill payment option of NetTeller at any time after your free 90-day trial period, you will be responsible for fees incurred through and including the month in which you cancel bill payment. Your account will be charged each month for bill payment fees incurred the previous month.~~

NO DUTY TO MONITOR PAYMENTS. We do not have any duty to monitor payments made through the Bill Payment service. If you are a business and an authorized representative of yours uses your Bill Payment service to pay bills which are not yours, you assume the entire risk of loss and indemnify and hold us, our directors, officers, employees, and agents harmless from all loss, liability, claims, demands, judgments, and expenses arising out of or in any way connected with such use.

OUR LIABILITY FOR INCOMPLETE TRANSACTIONS

It is our responsibility to process all bill payments properly initiated through the NetTeller Online Banking system in accordance with this Agreement. We will be liable for damages, as defined in this Agreement, where the system caused a payment delay or failed to process a payment. We are not responsible for processing delays by the payee. We will not be liable if any of the following occurs:

1. Funds are not showing on the system's available balance in your account that is selected to pay for the bill or transfer at the time of transaction.
2. Funds are subject to legal process or other encumbrances restricting the payment or transfer.
3. You had knowledge of or questions about the possible malfunction of the system when you initiated the transaction.
4. Any information provided by you about the Payee is incorrect.
5. There are any delays in the handling or processing of the payment by the Payees or merchants through no fault of NetTeller Online Banking or our service providers.
6. Natural disasters (for example, fire, flood, tornado) or other uncontrollable circumstances (for example, mail delays, power failures, Internet or electronic funds systems failures, strikes, acts of war or terrorism) prevent proper completion and delivery of transactions.
7. Other applicable laws and/or regulations exempt us from liability.
8. It can be shown that you were attempting to defraud us.
9. It can be shown that the delay was caused by the US Post Office.

In no event shall the Bank be liable for any direct, consequential, incidental, special or indirect losses or other damages, which **you** (the "Customer") may incur or suffer as a result of fraudulent activity to your account(s), identity theft of any sort, or any damage to your computer or telephone service resulting from your use of the internet to perform online banking, other financial transactions, or other activities as a result of malicious activity to your computer or other technology that is not part of, and under the direct control of, Old Second National Bank.

PAYMENT GUARANTEE

We will reimburse you up to \$50 per payment for any late payment fees or penalties you are charged as a result of NetTeller failing to deliver a payment to the Payee/Vendor or not receiving a payment by the Due Date if all of the following apply:

1. You scheduled the payment before the cut-off time on a transaction date at least ten (10) Business Days prior to the Due Date.
2. Information was provided to us about the Payee (name, address, account number, and amount) was correct and complete.
3. Your account contained sufficient available funds to complete the payment or transaction on the transaction date.
4. The Payee was a Business Payee that charges late charges or penalties.
5. Late payment fees or penalties were assessed by the Payee, due to the delay of this payment.
6. You received no prior notice from the Payee/Vendor that there was a problem with processing payments from our system.
7. You received no notice within the ten business day period that would have allowed you to alert us of a problem where we could have taken corrective action to remedy the situation prior to the tenth day.

IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, INCIDENTAL, OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR STRICT LIABILITY OR WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.

NOTICE OF YOUR RIGHTS AND LIABILITIES

Notify us immediately if your NetTeller ID and password have been compromised, lost, stolen or used without your authorization. Failure to notify us immediately could result in the loss of all money accessible by the password. Telephoning us at the number listed below in the Errors and Questions section is the best way of limiting your possible loss. You could lose all the money in your account (plus your maximum overdraft line of credit, if you have one). If we are notified within two (2) business days after you discover that your NetTeller ID and password has been compromised, lost or stolen, you can lose no more than \$50 if someone used it without your permission. If you do not notify us within two (2) business days, and we can prove we could have prevented someone from using the NetTeller ID and password without your permission, you could lose as much as \$500. If your statement shows unauthorized transfers, notify us within 60 days after the statement is mailed to you. After 60 days, if we can prove that we could have stopped someone from taking the money if we had been told, you may not get back any money from us. If a

good reason, (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods to a reasonable time. This section applies only to electronic fund transfers that debit or credit your checking, savings, or other asset accounts and are subject to the Federal Reserve Board's Regulation E. We may, when applicable, rely on any exceptions to the provisions in this section that are contained in Reg. E.

ERRORS AND QUESTIONS

In cases of errors or questions concerning transactions completed with NetTeller Online Banking, do one of the following, as soon as possible:

1. Telephone us at (630) 844-4826; or
2. Write to Old Second national Bank, Attn: Treasury Support at 37 S. River Street, Aurora IL 60506; or
3. Initiate a payment inquiry on your PC via e-mail to: netTeller@oldsecond.com
4. E-mail us via the secure E-Mail link provided within NetTeller.

We must hear from you within 60 days after you receive the first statement or notification in which the error or problem appeared. Please include the following information:

1. Name
2. Address
3. Account Number and your Access ID
4. Description of the error or what you are unsure about, plus an explanation of why you believe it is an error or why you need more information.
5. Tell us the amount of the error.
6. For a Bill Payer error tell us:
 - Checking account number used to pay the bill
 - Payee name
 - Date the payment sent
 - Confirmation number
 - Payment amount
 - Payee account number for the payment in question.

We will tell you the results of our investigation within ten (10) business days after we hear from you (20 business days if the transaction involved a new account). If we need more time we may take up to 45 business days to investigate (90 business days if the transaction involved a new account). If we choose to take up to 45 business days, we will give you a provisional credit to your account within ten (10) business days (20 business days if the transaction involved a new account). Your account is considered a new account for the first 30 days following the date the account was opened. Your account will not be considered a new account, provided at the time the account in question was opened, you already had an existing banking relationship with us. If we decide there was no error, we will furnish you with a written explanation within three (3) business days after the investigation is complete.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

Information to third parties about your account(s) or the transaction(s) you make will only be disclosed if at least one of the following applies:

1. Where it is necessary for completing transfers;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with a summons, subpoena, warrant, or court order;
4. If we have your written permission;
5. In order to advise third parties of accounts closed for misuse;
6. To collect information for internal use, the use of our service providers, and our servicing agents and contractors concerning our electronic funds transfer service;
7. To send a notice of dishonor or nonpayment;
8. To our accountants and/or bank regulators;
9. To furnish information to the appropriate law enforcement authorities when we reasonably believe we have

- been the victims of a crime;
10. To furnish information about the existence of an account to a judgment creditor of yours who has made a written request for such information;
 11. When we are attempting to collect an obligation owed to us; or
 12. As may otherwise be permitted or required by law.

NO SIGNATURE REQUIREMENTS

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, or the account on which the item is drawn, without requiring your signature on the item and without any notice to you.

VIRUS PROTECTION

Old Second Bancorp is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and diskettes 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.

TERMINATION

You may terminate the use of NetTeller Online Banking at any time by contacting us in writing by mail, e-mail, or personal delivery. If your account is closed or restricted for any reason, NetTeller Online Banking accessibility will automatically terminate.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

ASSIGNMENT

This agreement may not be assigned to any other party by you. We may assign or delegate, in part or in whole, to any third party.

OWNERSHIP OF MATERIAL

Old Second National Bank's NetTeller Online Banking is a product of Jack Henry & Associates, Inc. Unauthorized reproduction in whole or part is prohibited.

AMENDMENTS

Terms and conditions of this agreement may be amended in whole or part at any time within 30 days' written notification prior to the change taking effect. If you do not agree with the change(s), you must notify us in writing prior to the effective date to cancel your access. If you use NetTeller after a change becomes effective, you have agreed to any and all changes. Amendments or changes to term(s) or condition(s) may be made without prior notice if it does not result in higher fees, more restrictive service use, or increased liability to you.

ENTIRE AGREEMENT

Accounts and services provided will continue to be subject to any separate agreements governing them, except where noted in this Agreement, and the following:

- Our rules, procedures, and policies applicable to each account and each service;
- The rules and regulations of any funds transfer system used in connection with NetTeller; and
- Applicable state and federal laws and regulations.

This Agreement supplements those and any other agreements or disclosures related to your account(s), including the Deposit Account Agreement and Disclosures. If there is a conflict between this Agreement and any others, or any statements made by employees or agents, this agreement shall supersede. Your use of NetTeller Online Banking is considered your acceptance of these terms and conditions.