

MARINE BANK ONLINE BANKING INTERNET ACCOUNT ACCESS USER AGREEMENT

In this agreement, the words "you" and "yours" refer to the Online Banking Customer. The terms "we", "us" and "our" refer to Marine Bank.

Online Banking is an electronic banking service provided by Marine Bank to enable our customers to view their current balance, transaction history, and make funds transfers (between pre-authorized Marine Bank accounts).

This Online Banking and Disclosure "Agreement" governs your use of our Online Banking product. We provide this service to you via the World Wide Web and your personal computer. By using Online Banking, you agree to accept all the terms and conditions associated with the use of this service. Please take the time to familiarize yourself with the terms of service, which include disclosures and limitations of liability. We recommend you keep a copy for your records.

Business Days - Includes Monday through Friday except for Federal holidays. Saturday, Sunday and Monday together are one (1) business day. The service is available 365 (three hundred sixty-five) days a year unless system maintenance or upgrades are necessary. Our daily cut-off is set at five (5) P.M. Central Time for On-Line Transactions. All transactions received after five (5) P.M. Central Time may be posted on the following business day. You will receive a monthly account statement showing your Electronic Funds Transfers. If there are no transactions in a particular month, your statement may be sent on a quarterly basis.

Privacy Statement and Security Issues - Marine Bank understands how important privacy is to our customers. We have taken steps to insure your security and privacy for your personal and financial dealings with the bank.

Pre-Authorized Accounts - Any signer of the account may authorize an account to be linked to the Internet for viewing. This includes all deposit and loan accounts. At any time you may add, change or remove any account. However, not all deposit and loan accounts are available for pre-authorized transfer of funds. Any account that requires multiple signatures to authorize debits is not eligible. Please contact the Customer Help Desk at (217)726-0660 for more details.

No Signature Required - At which time you elect to transfer funds between your pre-authorized Marine Bank accounts or enroll in Electronic Bill Payments you authorize us to honor debits drawn against your accounts without presence of your written signature.

Your Password - Your password is defined by you. The password must contain 8 (eight) characters, both upper and lower case with a minimum of 1 (one) non-alpha digit. You have the option at any time to change your password and we recommend that you perform this practice on a regular basis. It is mandatory that users are required to change passwords twice a year. If you forget your password please contact us for instructions. If you make your user code and password available to others to act on your behalf, you are responsible for all activity authorized by your user code and password.

Account Balance Verification- At any time you may log in and check your current balance, items which have been presented for payment against your account (checks, ATM transactions, VISA Debit Card purchases), and deposits that have posted. Balances shown in your account 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. If you have further questions, contact our Customer Help Desk at (217)726-0660, or at the address shown at the end of this Agreement.

The balances are updated periodically and the system will display the most current "as of" date on the "accounts" summary page. There may be situations that cause a delay in an update of your balances. In making a determination to approve a transaction, the system will use the most current balance available at the time of the transaction.

Maintenance Fee Changes and Other Amendments- Subject to the exception listed below, terms and conditions of this agreement may be amended in whole or part only with 30 day written notification before the change taking effect. If you do not agree with the change(s), you must notify us in writing before the effective date to cancel your access. Amendments or changes to terms(s) or conditions(s) may be made without prior notice if it does not result in higher fees, more restrictive service use, or increased liability to you. If you maintain your use of our Online Banking product after the effective date of a change, you indicate your agreement with the change. By using any new services that are made available, you agree to be bound by any provisions that we communicate to you concerning the service.

Right of Termination -You may cancel your Internet Account Access at any time by writing us at the address listed at the end of this agreement. We require 30 (thirty) day written notice before the date you wish to have your services cancelled. If you have payments or transfers scheduled within the 30 (thirty) days it is your responsibility to cancel those payments or transfers. If during the 30 (thirty) days we have not yet completed your request to cancel service, you will be responsible for any payments or transfers made. We may cancel your enrollment in this service at any time due to insufficient funds in one or more of your accounts.

Inactive Accounts - Marine Bank reserves the right to terminate this Online Banking Agreement or your use of any services under it for any reason without notifying you. **If Online Banking is not used for a ninety (90) day period, your Online Banking account will be considered dormant and will result in the termination of your service. If you would like to regain access after your service has been terminated, a new enrollment form must be completed and resubmitted.**

Bill Payments - To federal, state or local tax agencies are not allowed. Funds for ALL bill payments (either by check or electronically) will be debited from your specified account ON THE DAY the payment is scheduled to be transmitted to the receiver. According to Federal regulations, you may not make more than six (6) pre-authorized or automatic transfers on bill payments from a Money Market Account or Savings Account during each statement period. There are no limits to the number of transfers or bill payments from your checking accounts. The Bill Payment service is free. Marine Bank reserves the right to terminate the Bill Payment Agreement or your use of any services under it for any reason without notifying you. **If Bill Payment is not used for a ninety (90) day period, your Bill Payment Service will be considered dormant and will result in the termination of the service. When this service is terminated all Bill Payment history and Payee Information will be deleted. If you would like to regain access after your service has been terminated, a new enrollment form must be completed and resubmitted.**

NOTE:All payments made by Online Banking require sufficient time for the receiver to process the payment and credit your account. The time frames will generally be determined by the way payment is sent to the payee. If we have to send a paper check in the US Postal system, we typically suggest sufficient time as five (5) business days before the payee requires receipt of the payment for processing at their address. If the payee accepts the payment electronically, we generally define sufficient time as three (3) business days before the payee required receipt of payment. We recommend that you contact your individual payee(s) for restrictions that may apply.

Our Liability for Incomplete Payments- It is our responsibility to process all bill payments properly initiated through the Online Banking system in accordance with this Agreement. We will be liable for damages up to \$50 for any late fees or penalties your are charged per payment, where the system caused a payment delay or failed to process a payment to be received by a payee/vendor by the fifth (5) business day for payment by check and the third business day for electronic payment, following the date your account was charged for the payment. We will not be liable if any of the following occurs:

1. Funds are not showing on the system's available balance or such transfer would exceed an established credit limit for your account that is to pay for the bill or transfer at the time of the transaction.
2. Funds are subject to legal process or other claims restricting such 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 of the payment by the Payees.
6. Natural disasters (fire, flood, tornado, etc.) or other uncontrollable circumstances (mail delays, power failures, etc.) prevent proper completion and delivery of transactions.
7. Other applicable laws and/or regulations exempt us from liability.
8. It can be shown that the merchant or payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of Online Banking or our service providers.
9. It can be shown that the delay was caused by unusual mailing delays by the US Post Office.
10. You failed to schedule the payment before the cut-off time on a transaction date at least five (5) business days for payment by check and three (3) business days for electronic payment, prior to the Due Date.
11. Late payment fees or penalties were not actually assessed by the Payee due to the delay of this payment.
12. You received notice within the five (5) or three (3) business day period, whichever applies to your transaction, that would have allowed you to alert our Online Banking department of a problem where we could have taken corrective action to remedy the situation prior to the tenth day, and you did not notify us.

There may be other exceptions to our liability stated in your Account agreements. EXCEPT AS REQUIRED BY LAW, WE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OUR ONLINE BANKING SERVICES (INCLUDING BUT NOT LIMITED TO PUNITIVE DAMAGES OR ATTORNEYS' FEES), INCLUDING BUT NOT LIMITED TO DAMAGES WHICH MAY RESULT FROM VIRUSES OR OTHER SIMILAR HARMFUL COMPONENTS THAT MAY ENTER YOUR COMPUTER SYSTEM BY DOWNLOADING INFORMATION OR OTHER MATERIALS FROM OUR INTERNET SITE. WE WILL ALSO NOT BE LIABLE FOR ANY LOSSES OR DELAY IN TRANSMISSION OF INSTRUCTIONS ARISING OUT OF THE USE OF ANY INTERNET SERVICE PROVIDER OR ANY BROWSER SOFTWARE.

Third Party Disclosure - We will disclose information to third parties about your account(s) or the transaction(s) you make only if at least one of the following applies:

1. It is necessary to complete a transaction.
2. To verify the existence and condition of your account to a third party such as a credit bureau or merchant.
3. To comply with governmental agency or court order.

4. If permission is given to us by you, which we may require to be in writing.
5. To collect information for internal use, the use of our service providers, and our servicing agents and contractors concerning electronic funds transfer service.
6. It involves a claim by or against us concerning a deposit to or withdrawal from your account.
7. Where otherwise required or permitted under state or federal laws and/or regulations.

Virus Protection - Marine Bank 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 un-repaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

Reporting Unauthorized Transactions - If you feel that an unauthorized transaction has been performed from your pre-authorized account without your permission, contact our Customer Help Desk immediately at (217)726-0660.

Unauthorized Transfer - Tell us AT ONCE if you feel your Internet Access has been tampered with. You could lose all the money in your account plus your maximum line of credit. If you tell us within 2 (two) business days, you can lose no more than \$50.00 (Fifty dollars). If you do NOT tell us within 2 (two) business days after you learn of the tampering, and we can prove we could have stopped someone from accessing your accounts without your permission if you had told us, you can lose as much as \$500.00 (Five hundred dollars). Also, if your statement shows transfers that you did not make, tell us AT ONCE. If you do not tell us within 60 (sixty) days after the statement was mailed to you, you may not get back any money you lost after the 60 (sixty) days if we can prove 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 may extend the time periods. If you feel your Internet Account Access has been broken call or write at the telephone number or address listed below.

Error Resolution Notice - In case of errors or questions about your Electronic Transfers, call or write to us at the telephone number or address listed below, as soon as you can. If you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt, call or write us at the telephone number or address listed below, as soon as you can. We must hear from you no later than 60 (sixty) days after we sent you the FIRST statement on which the error or question appeared. When you contact us, include at a minimum the following information:

1. Tell us your name and account number (if any).
2. Describe the error or question you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 (ten) business days.

We will determine whether an error occurred within 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 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it

takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 (ten) business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Damage to Equipment - We accept no responsibility for interruption of service due to loss of electric power or lack of telephone service and line quality or PC modem failure. Marine Bank will not be responsible for any loss or damage to your equipment (computer, software, etc) resulting directly or indirectly from the use of Marine Online Banking.

E-mail Communication - If you communicate with us using e-mail, you should not send confidential information such as your password, Social Security Number or similar information. We will not be liable to you for any damages you suffer if a third party obtains information that you deem to be confidential that you transmit to us via e-mail.

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 whole, to any third party.

Severability - In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall be valid and enforceable.

Entire Agreement - This Agreement supplements 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.

**Marine Bank
Internet Services Support
PO Box 2519
Springfield, Illinois 62708-2519**

**(217) 726-0660
support@ibankmarine.com**