

# PEOPLES NATIONAL BANK

## BUSINESS EXPRESS SERVICE AGREEMENT

Peoples National Bank will make available to the Company an Internet based cash management system known as Business Express which will enable the Company to gain access to account balances and other information regarding the Company's accounts at the Bank, to initiate certain transfers of funds, and to electronically pay bills. The Business Express Service Disclosure contains procedures and other information relating to this service which is to be followed by both the Company and Bank. The Customer Enrollment Form and Recurring Wire Transfer Form set forth those accounts of the Company which may be accessed under the terms of this Agreement.

1. **Internal Transfers and Wire Transfers.** The Business Express Service Disclosure sets forth the information regarding the effective dates for internal and wire transfers. In addition, the Company acknowledges and agrees to the following provisions:
  - Each time the Company initiates an order or request to transfer funds, the Company represents and warrants to the Bank that the balance of collected funds in the Account is equal to or greater than the amount of the transfer. If an overdraft is created as a result of a transfer request, the Company agrees to reimburse the Bank for the amount of the overdraft immediately upon request and to pay such charges as may be imposed by the Bank as a result of the overdraft. The Bank may reject any internal transfer or wire transfer request which exceeds the collected and available funds on deposit in the applicable account, or would exceed the Companies' overall daily limit.
  - The Bank may rely solely on the beneficiary account number in an internal transfer or wire transfer request, and you agree that the Bank has no duty to detect any inconsistency in identification.
  - The Bank will act upon an internal transfer or wire transfer request after receipt by making applicable accounting entries or by transmitting payment instructions if such request is received prior to Bank's applicable cutoff deadline and the day of receipt is a business day. Internal transfer or wire transfer requests received by the Bank after the applicable cutoff deadline will be treated as received on its next business day.
  - The Company has no right to cancel or amend an internal transfer or wire transfer request after its receipt by the Bank. If the Bank receives a request to cancel or amend an internal transfer, however, it may make a reasonable effort to attempt to cancel or amend the transaction if the Bank has not yet acted upon the request.
2. **Stop Payment.** You can use the Stop Payment Service via Business Express to place a stop payment request for any check written on the account. (You cannot use this method to stop payment on transactions you have requested through any of the Online Banking Services.) When a stop payment request is made via Business Express, this request shall be considered to be a written request and shall be effective for 6 months.
3. **Security Measures and Operating Procedures.** The Company recognizes that the system is the property of a third party and agrees to comply with such procedures and requirements as may be established from time to time by the owner of the system or by the Bank. Company has reviewed the Security Procedure set forth in the Business Express Service Disclosure and has independently determined that the Security Procedures:
  - (1) are a commercially reasonable method of providing security against unauthorized payments, and
  - (2) are adequate based on the size, type and frequency of payment orders and/or transfer requests which the Company anticipates.

If an order or request received by the Bank purports to have been transmitted or authorized by the Company, it will be deemed effective as that of the Company even if not so authorized, provided the Bank acted in compliance with the Security Procedure regarding the order or request. The Company agrees not to disclose any proprietary information regarding the System to any third party, to comply with all security procedures, to maintain the confidentiality of all user numbers and passwords which it adopts or which are assigned to it by the owner of the System or by the Bank, and to take such other measures as may be appropriate to prevent unauthorized access to the System. The Company shall notify the Bank immediately if it believes that its user numbers or passwords have been compromised or that an unauthorized person has gained access to the system.
4. **Bill Payments.** You may electronically schedule payments in any amount not less than \$1, or exceeding \$9,999 through this system to any payee that generates a bill or invoice to you and that has an address. You may not make a payment of alimony, child support, taxes or other governmental fees or court directed payments through the system. You represent and warrant to us that you will use the system solely for business purposes and not for personal, family or household purposes.
5. **Authorization.** You represent and warrant that all transactions hereunder shall be properly authorized and the Bank shall have no obligation to verify, by telephone or by any other means, any transaction request.
6. **Limitation of Warranties.** **THE BANK MAKES NO REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH REGARD TO BUSINESS EXPRESS.**
7. **Limitation of Liability.** The Bank's duties and responsibilities are limited to those described in the Agreement and in deposit agreements between the Company and Peoples National Bank. The Bank will use reasonable care in performing its responsibilities under this Agreement and will be responsible for any loss sustained by the Company only to the extent that such loss is caused by the Bank's gross negligence or willful misconduct. The Bank will not be responsible for liability, loss or damage resulting from any delay in the performance of or failure to perform or adequately perform any of its responsibilities under this Agreement which is caused by an act of God, fire or other catastrophe; electrical or computer failure; acts or failures to act by the Company or by third parties (including the owner of the System); or any other cause beyond the Bank's reasonable control. The Bank will have no liability to Company for any consequential, indirect, special or incidental damages regardless of whether the Bank had been advised of the possibility of such damages.

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8. **Fees and Charges.** The Company agrees to compensate Peoples National Bank for the services provided under the terms of the Agreement in accordance with the fee schedule furnished to the Company. The Company authorizes the Bank to charge the Accounts, or any other deposit account maintained by the Company, for such fees and charges. Peoples National Bank reserves the right to revise its fees and charges at any time on 30 days prior written notice to the Company.
9. **Indemnification.** The Company agrees to indemnify, defend and hold the Bank, its employees, agents, officers and directors harmless from and against all liability, cost and expense, including attorneys' fees, incurred by the Bank in connection with this Agreement or the performance or breach of its duties hereunder, or arising out of any violation by Company of rights in the System.
10. **Amendment.** Peoples National Bank may amend this Agreement on 30 days prior written notice to the Company.
11. **Termination.** Either party to this Agreement may terminate this Agreement upon written notice to the other party.
12. **Governing Law.** This Agreement shall be governed by the internal laws of the State of Illinois.
13. **Third Party.** No person or entity not a party to this Agreement shall have any rights or interests in or to this Agreement.
14. **Binding Effect & Assignment.** This Agreement shall be binding upon and for the benefit of Company, Bank and any permitted assigns. This Agreement may not be assigned by Company without the prior written consent of Peoples National Bank.
15. **Entire Agreement.** This agreement contains the entire understanding between Company and Peoples National Bank and may be amended only in writing signed by both parties.

## AUTOMATED CLEARING HOUSE (ACH) AGREEMENT

This Agreement made between the "customer" and Peoples National Bank ("Bank"), having its primary address at 520 S. 42<sup>nd</sup> Street, Mt. Vernon, Illinois 62864. Customer wishes to initiate automated clearing house (ACH) credit and debit entries pursuant to the terms of this Agreement, the rules relating to entries of the National Automated Clearing House Association (NACHA) and the provisions of US law. The Bank is willing to act as an Originating Depository Financial Institution (ODFI) with respect to such entries.

The Customer and Bank agree as follows:

**Term:** This Agreement will commence on the Enrollment Date and will remain in effect until either party provides written notification to the other, thirty (30) days in advance of the Termination Date. The Bank may terminate this Agreement immediately, without notice, if it has cause to believe that fraud or improper usage of the software is occurring.

**Authorization of Entries:** The Customer will not initiate any debit entry with respect to any person until it has obtained written authorization of such person to do so, as required by *The Rules*. The Customer will retain the original of each authorization received by the Customer for two (2) years after revocation or termination of such authorization. The Customer shall provide a copy of the current authorization to the Person authorizing the entry. The Customer shall also provide a copy of the current authorization to the Bank upon demand by the Bank and the Customer's file shall be available for inspection by the Bank's representatives upon reasonable request during the Customer's normal business hours. The Customer should obtain a voided check or deposit slip with every signed authorization. A sample authorization is provided by the Bank for use or the Customer may use their customized authorization if the Bank approves. It is expressly understood that the Customer bears the sole responsibility of providing the necessary safeguards to protect the confidentiality and integrity of its authorization lists and other security codes.

**Types of Entries:** The Customer can transmit CCD or PPD entries via Business Express. CCD is a Corporate Credit or Debit. CCD entries are for Corporate to Corporate entries. CCD entries are subject to Uniform Commercial Code (UCC) 4A. PPD is a Pre-arranged Payment and Deposit Entry. PPD entries are for Corporate to Consumer entries. IAT entries **can not** be originated. An IAT entry is an ACH Credit or Debit that is part of a payment transaction involving a financial agency's office that is not located in the territorial jurisdiction of the United States.

**Preparation of Entries:** Pre-notifications, as defined by *The Rules*, shall be in the form and contain the content set forth by the Bank in accordance with *The Rules*. The Bank requires pre-notification for every new debit or credit entry initiated by the Customer to ensure that the information contained in the entry is correct before sending dollar entries.

**Transmittal of Entries and Settlement:** The Customer will conform all entries to the format, content, and specifications contained in *The Rules* and will transmit all debit and credit entries to the Automated Clearing House on or before the deadlines described in the Business Express Service Disclosure.

In the event Customer transmits after the designated deadline, the Bank shall have no obligation to process such entries. Customer authorizes the Bank to transmit all entries received by the Bank from the Customer in accordance with the terms of this Agreement and to credit or debit such entries to the specified accounts.

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### Payment With Respect To Entries:

**Credit Entries:** In the case of outgoing credit transactions, the Customer agrees to deliver to the bank funds sufficient to cover each outgoing credit. Said funds are to be collected and available to the Bank on a date approved by the Bank; provided, however, in no event shall such funds be collected and made available later than the transaction effective date. The Bank may require that funds be withdrawn from the Customer's account before the outgoing credit is delivered. The Bank reserves the right to transmit entries derived from entry data subject to the limits set forth in the ACH Origination Approval Application. The Bank shall promptly re-credit the Customer's account with the amount of each on-us entry rejected by Bank, and every other entry returned by the Receiving Depository Financial Institution (RDFI), provided Bank has obtained payment for the returned entry from the RDFI.

**Debit Entries:** Bank shall credit the account of Customer at the end of each settlement date with the amount of the debit entry transmitted to Bank by its Automated Clearing House and each on-us entry debited by Bank to a receiver's account under this Agreement. Credit is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of Article 4A of the Uniform Commercial Code. In the event such an entry is returned by a RDFI in accordance with *The Rules* after Bank has provided credit to Customer, Customer shall, upon demand, repay Bank the amount of such entry. Should the amount of an authorized monthly debit entry change, Customer must notify the receiver in writing 10 calendar days prior to initiating the entry. Should the date of an authorized monthly debit entry change, Customer must notify the receiver in writing 7 calendar days prior to initiating the entry.

**On-Us Entries:** In the case of on-us entries, subject to Bank's right to reject any such entry as provided below, Bank shall credit and/or debit the amount of each entry received from Customer that complies with the requirements provided for herein to the appropriate receiver's account maintained with Bank. Bank shall have the right to reject any on-us entry for any reason for which an entry may be returned under *The Rules*.

**Notification of Change:** The Bank shall notify the Customer by letter or telephone call of any notification of change received no later than one (1) business day after the business day of such receipt.

**Rejection of Entries:** Bank may provide Customer with notice of the return or rejection of entries under this Agreement by means of a telephone call and/or subsequent listing of the rejected entries provided by Bank to Customer. Customer must correct what is wrong with the entry and retransmit the file.

**Notice of Returned Entries:** The Bank shall notify the Customer by letter or telephone call of the receipt of a returned entry from the ACH no later than one (1) business day after the business day of such receipt. The Bank shall have no obligation to retransmit a returned entry if the Bank complied with the terms of this Agreement with respect to the original entry.

**Reversals:** The Customer may initiate a reversing entry or file of entries as permitted by *The Rules*.

**Periodic Statement:** The periodic statement issued by the Bank for the Customer's account will reflect entries credited and debited to the Customer's account. The Customer agrees to notify the Bank within a reasonable time not to exceed sixty (60) days after the Customer receives a periodic statement of any discrepancy between the Customer's records and the information in the periodic statement.

**Bank Liability:** The Bank shall only be liable to Customer under this Agreement for its failure to provide any credit or to make any payment provided for in accordance with the terms of this Agreement or for its gross negligence or willful misconduct in performing the services provided for herein. Bank shall have no liability or responsibility with respect to any other matter, including without limitation, any act or omission by Bank's Automated Clearing House, any other financial institution, or any other person. Bank shall have no liability for any consequential damages. Delay by Bank beyond any time limit provided for in this Agreement is excused if caused by interruption of communication facilities, strikes, emergency conditions or other circumstances beyond its control.

**Customer Liability:** Except as specified below, Customer shall be deemed to make the same warranties to Bank with respect to both on-us entries and other entries subject to this Agreement as Bank is deemed to make under *The Rules*, and Bank shall have no responsibility with respect to the matters so warranted by Customer. In the case of on-us entries, such warranties shall apply as of the time such entries are processed by Bank. Customer shall indemnify and hold Bank harmless from and against any and all claims, demands, loss, liability or expenses, including reasonable attorney fees, resulting directly or indirectly from

- (a) a breach of any such warranty,
- (b) the debiting or crediting of the amount of an entry to the account of any person, as requested by Customer,
- (c) the delay of any financial institution other than Bank in debiting or crediting, or the failure of such institution to debit or credit the amount of any entry as requested by the Customer,
- (d) delay of Customer in initiating or the failure of Customer to initiate any such entry,
- (e) any violation of Federal Reserve Board Regulation E, if applicable to the transactions contained in *The Rules* relating to the power of Bank under applicable law or the conformity of entries to the file specifications contained in *The Rules*.

**Disputes Concerning Transactions:** If any customer notifies the Bank that a transaction (a) was in an incorrect amount, (b) was not properly authorized, (c) constituted an unauthorized transfer or error under the Electronic Funds Transfer Act or Regulation E or *The Rules*, or (d) was otherwise improperly, erroneously or unlawfully paid from such account, the Customer (Company) agrees to pay to the Bank, upon demand by the Bank, in immediately available funds, the full amount. Upon payment of such amount by the Bank to the customer, the Bank shall be absolved and released from any claims, demands, losses, liabilities, expense and costs, incurred by the Customer (Company) with respect to such transaction, and the Bank shall have no further duty, obligation or responsibility with respect to such transaction. Customer (Company) and Bank agree to cooperate promptly and fully in the investigation of any claim asserted by any person arising out of this

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Agreement. The Bank has the right to terminate the ACH Origination Service immediately in the case of unauthorized returns.

**Detection of Errors:** The Customer agrees that the Bank has no obligation or duty to detect errors with respect to any transaction. However, if the Bank detects an error, the Bank will endeavor to give the Customer notice of such error, and the Customer agrees to furnish to the Bank corrections promptly as the Bank shall direct. In the event the Customer discovers, or has reason to believe, that an error has been made with respect to any transaction, the Customer agrees to notify the Bank immediately and take such corrective actions, as the Bank shall require.

**Adjustments of Transactions:** The Customer acknowledges that it does not have a right to adjust or stop posting of any transaction after such transaction has been transmitted, or subsequent to such earlier time as *The Rules*, Operating Guidelines or the Bank may prescribe from time to time, except in accordance with procedures contained in *The Rules*.

**Erroneous Transactions:** In the event the Customer transmits a transaction in an amount other than the authorized or proper amount, or requests the Bank to withdraw funds from an unauthorized or improper account, the Customer (a) agrees to be responsible for all losses, damages and liabilities, including reasonable attorney fees, resulting therefrom; (b) hereby waives and releases the Bank from any claims, liability or responsibility therefore; and (c) agrees to defend, indemnify and hold the Bank harmless from all claims, demands, losses, liabilities, costs and expenses resulting or arising therefrom.

**Rules Violation:** Should the Bank be assessed a NACHA Rules violation due to any error or negligence on the part of the Customer, these fines will be passed to the Customer and said Customer hereby waives and releases the Bank from any liability.

**Set-Off:** The Bank is authorized at any time to set-off and apply any and all deposits, credits, funds, securities, assets and properties held, and all other obligations and liabilities owing by the Bank to the Customer, against any and all obligations of the Customer now or hereafter owing or existing under this Agreement, whether or not matured or liquidated.

**Inconsistency of Name and Account Number:** The Customer acknowledges that, if an entry describes the receiver inconsistently by name and account number, payment of the entry may be made on the basis of the account number even if it identifies a person different from the named receiver.

**Risk Avoidance:** Bank, in order to reduce risk and comply with *The Rules*, will seek to minimize risk by requiring Customer to adhere to defined Bank credit policies and standards. Customer will be reviewed at least annually or at Bank's discretion for adherence to these credit policies and standards. Should Bank find non-compliance issues, Bank may, at its discretion, terminate the ACH service immediately. Customer has been approved for the limit(s) and services specified in the ACH Origination Application.

**Office of Foreign Asset Control (OFAC) Requirements:** The Customer hereby acknowledges that Bank has informed the Customer that Customer may not initiate any ACH transactions to/from any person, company or organization that is prohibited from receiving such transactions as outlined by the OFAC regulations and Customer is bound by the regulation. Should Customer originate any transaction to any person, company or organization, Bank shall have no liability whatsoever. Bank does not screen the individual name field in the outgoing ACH file prior to delivery to the ACH Network. Should Bank be notified by OFAC, or other interested parties, of Customer originating unauthorized transactions as noted herein, Bank shall, at its discretion, have the immediate right to terminate ACH origination service immediately with no prior notice to Customer.

**Miscellaneous:** The Bank may amend the terms of this Agreement from time to time by notice to the Customer. The Bank shall have no obligation to transmit entries if the Customer is in default of any of its obligation under this Agreement, including the obligation to pay the Bank for each credit entry. This Agreement shall be governed by and construed in accordance with the law of the state in which the Bank is located.

## SERVICE DISCLOSURE

- Hours of Operation.** Hours of operation are generally 24 hours a day, seven days a week. However, access may be restricted on Sundays between 12:00 midnight to 12:00 p.m. CST so that we may perform routine maintenance.
- Customer Service.** Telephone support is available at 1-800-733-9970 Monday through Friday from 7:00 am to 7:00 p.m. CST. You may also contact Customer Support through electronic mail at [customer.support@peoplesnationalbank.com](mailto:customer.support@peoplesnationalbank.com). We generally respond to electronic mail inquiries within one business day of receipt.
- The Service.** You may use your password to perform the following functions:
  - Account Balance and Other Inquiries - Retrieve account information, including real-time account balances (subject to maintenance and downtime).
  - Internal Transfers - Initiate funds transfers among any linked business checking, savings and money market accounts which have been listed on the Enrollment Form.
  - Wire Transfers - Initiate domestic, repetitive and non-repetitive wire transfers.
  - Bill Payment - Schedule bill payments directly from the Billable Account to third parties in the amounts and on the days that the Company has selected.
  - ACH Transactions - Process Tax Payments, Direct Deposit, Payroll and/or Payment Collection transactions in the amounts and times stipulated in the Account Agreement. Note: International ACH transactions can not be initiated.

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4. **Definitions.** As used in this Service Disclosure:

**"Business Days"** are Monday through Friday except for federal holidays. Federal holidays are generally those ten holidays observed by the Federal Reserve Bank. Transactions initiated on Saturday, Sunday or any federal holiday will be processed by Peoples National Bank on the next business day.

**"Billable Account"** means your Peoples National Bank account which is active and from which we may deduct monthly fees for the Service and pay bills on the Bill Payment System on your behalf pursuant to this Agreement.

**"Account"** and/or **"Accounts"** means the accounts to be accessed using the Service as designated by you on the Enrollment Form.

5. **Balance Inquiries.** The balance displayed by the Service may include deposits still subject to verification by us. The balance shown may also differ from your records because it may not include deposits in progress, check card authorizations, outstanding checks, or other withdrawals, payments or charges. Account balances will be reflected under the following definitions:

Ledger Balance	=	The closing balance from the previous business day
Available Balance	=	The ledger balance plus or minus any online activity today, including holds, float and overdraft arrangement activity
Current Balance	=	The ledger balance plus or minus online activity today, not including holds, float and overdraft arrangement activity

6. **Internal Transfers & Wire Transfers.** Transfers initiated on any business day before the service cutoff time shown below will be processed on the same business day. Service cutoff times are as follows:

- **Internal Transfers** initiated prior to 5:00 p.m. CST on a business day will be effective as of the close of that business day. Internal transfers initiated after 5:00 p.m. CST on a business day, or on a non-business day, will be effective as of the close of the following business day.
- **Wire Transfers** initiated prior to 3:00 p.m. CST on a business day will be effective as of the close of that business day. Wire transfers initiated after 3:00 p.m. CST on a business day, or on a non-business day, will be effective as of the close of the following business day.

If we are unable to process a transaction as requested, we will notify you via the Business Express E-Mail System by 5:00 p.m. CST on the business day we receive the request.

7. **ACH Processing Schedule.** ACH file transmissions must be sent (by 3:00 PM CST) at a minimum of (2) business days prior to the effective date. ACH file transmissions can be sent up to 30 days prior to the effective date.

8. **Stop Payments.** Stop Payments initiated prior to 5:00pm CST on a business day will be effective as of the close of that business day. Stop Payments initiated after 5:00pm CST on a business day, or on a non-business day, will be effective as of the close of the following business day.

8. **Bill Payments.**

- **Your Payee List.** Payments may be made only to Payees with a U.S. payment address. You must provide us complete, sufficient, and accurate information to enable us to properly direct a payment to the correct Payee account. Additions, deletions and changes to Payee Information are entered directly by you, and are communicated to us when you transmit the information, and are effective immediately. We are entitled to rely on the accuracy of the payee information you provide us until you notify us otherwise.

- **Processing and Delivery of Your Payments.** You may initiate "Same Day Payments," "Future Payments" or "Recurring Payments".

We process payments you make through Bill Payment service electronically or by bank check. Payments made electronically are generally received and credited by your Payee within four business days. Payments made with a bank check are generally received and credited by your Payee within five business days.

We strongly suggest that you schedule your payments at least 7-10 business days in advance of the payment due date. We are not responsible for postal delays or processing delays by the Payee. In all cases, we deduct the amount of your payment from your account on the date the payment is scheduled to be processed by us.

Payments initiated before 7:00 PM CST are deemed made the date submitted. Peoples National Bank will provide you with a positive confirmation that the payment has been scheduled. Additionally, you may verify the status of a payment by monitoring your bill payment reports. This does not, however, provide assurance that the payee has properly credited your account.

- **Limitations & Dollar Amounts for Bill Payments.** You agree that you will instruct Peoples National Bank to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of withdrawal. If you do not have a sufficient balance we may either complete the payment – creating an overdraft – or refuse to complete the payment. In either case, we reserve the right to impose a non-sufficient funds (NSF) fee.

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- **Same Day Payments.** A Same Day Payment must be initiated by 7:00 p.m. CST to be considered initiated the same day you submitted the information. Same Day Payments will be remitted the first business day following the day you initiate the payment. Refer to the Bill Payment Calendar "Deliver By" Date to determine when the payee should receive your payment.
- **Future Payments.** You may schedule a payment to be initiated up to 364 days in the future. Future Payments will be remitted on the date the payment is scheduled to be remitted.
- **Stopping, Canceling or Changing Bill Payments.** You may use the Service to electronically change the amount or date of a scheduled payment, or cancel a payment. A Same Day Payment may be canceled, changed or rescheduled using the Service prior to 7:00 p.m. CST on the day the payment is scheduled to be transmitted. Future and Recurring Payments may be canceled, changed or rescheduled prior to 7:00 p.m. CST on the business day prior to the day payment is scheduled to be transmitted. If you are unable to stop or cancel a payment through the Service, you may call us at (618) 241-6550. All requests to stop payment will incur the Stop Payment Charge as set forth in the Fee Schedule. **ELECTRONIC PAYMENTS CAN NOT BE STOPPED.**
- **Initiating Payment Inquiries.** To initiate a payment inquiry, you may use the Bill Payment Service to send the request via email. You should allow at least five business days for the payment to be received and processed by your payee before you may make a payment inquiry.
- **Canceling Your Bill Payment Service.** If you choose to cancel your Bill Payment Service, any "unprocessed payments" and transfers will be canceled. You should cancel any scheduled payments or transfers prior to notifying us that you are discontinuing the service.

If you close your designated checking account, or it is no longer linked to your Business Express Service, your Bill Payment Services will end, and any unprocessed payments will be canceled.

We may terminate your participation in Business Express at our discretion at any time. We will try to notify you in advance, but we are not obligated to do so.

- **Changes to the Bill Payment Service.** We may add, delete or amend Bill Payment Services at any time. We will notify you of such changes by mail or by electronic message. If you maintain your Bill Payment Service after the effective date of a change, you indicate your agreement with the change.
- **Reporting Unauthorized Transactions.** To report unauthorized transactions, call us at 1-800-733-9970 Monday through Friday from 7 AM – 7 PM CST, or email us at [customer.support@peoplesnationalbank.com](mailto:customer.support@peoplesnationalbank.com). You may also write us at:

Peoples National Bank  
P O Box 908  
Mt. Vernon, IL 62864  
ATTN: Bill Payment Support

- **Our Liability for Failure to Complete Transactions.** If we do not complete a Bill Payment transaction from your account on-time or in the correct amount according to our agreement with you, we will be liable for the amount we failed to pay.

If we make a payment in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized payment after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law our liability will be limited to a refund of the amount erroneously paid. However, there are some exceptions. We will not be liable:

If, through no fault of ours, you don't have enough available funds in your account (or available credit under your overdraft protection plan) to cover the transaction or transfer.

If Business Express wasn't working properly, and you knew about the malfunction when you started the transaction or transfer.

If circumstances beyond our control (such as fire or flood) prevent the transaction or transfer, despite reasonable precautions we have taken.

If there are postal delays or processing delays by the Payee.

There may be other exceptions not specifically mentioned here.

8. **Limited Transaction Accounts.** The Company understands that, for Limited Transaction Accounts such as savings and money market accounts, the number of transfers which can be made on a monthly basis is limited by regulation and by the terms of your Account Agreement. You agree that you will comply with these limitations, and understand that exceeding these limitations will result in excess transaction fees and/or conversion of your account to a non-interest bearing account.
9. **Monthly Service Charge.** Monthly fees for Business Express are provided to you upon enrollment. We deduct your monthly service charge, if applicable, from the primary account listed on your Enrollment form. Fees are assessed in the month following the month they are incurred.

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10. **Account Agreement.** The Peoples National Bank Account Disclosure, which you received when you opened your account(s), sets forth the terms and conditions of your account(s). These terms and conditions referenced shall continue to apply to the transactions which you initiate using the Service. In the event that the Account Disclosure conflicts with the Business Express Agreement or with this Service Disclosure (including any amendments) regarding a transfer made using this Service, the Business Express Agreement and Service Disclosure shall control.
11. **Limitation of Peoples National Bank's Liability.** Tell us at once if you believe your password has been compromised or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us IMMEDIATELY. The unauthorized use of your Business Express Services could cause loss of funds in your accounts.

When you give someone your password, you are authorizing that person to use your service, and are responsible for all transactions they perform using your service. All transactions they perform, even those you did not intend or want, are authorized transactions. If you notify us the person is no longer authorized, transactions they perform after you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also considered authorized transactions. For your protection, sign off after every Business Express session and close your browser to ensure confidentiality.

12. **Security Procedure.** To protect against unauthorized transfer, multi-factor authentication is used consisting of a user id, individual password, personal picture and phrase, and challenge questions. Only those persons who have been designated as authorized users by the Company may access the System. The Company may limit each authorized user's access by function (wire transfers, internal transfers, stop payments). Other security standards and procedures are as follows:

- Secure Socket Layer ("SSL") protocol and digital certification and authentication with a 128 bit, or higher, encryption.
- One or more firewall servers or devices to control the flow of traffic into the System.
- Virus prevention/detection software for continuous protection against infection.

All users must have an operating system that is capable of supporting 128-bit SSL encryption to access the Service. The Company understands that it will not be able to login to the Service without 128-bit encryption.

Protecting Your Password: You agree that we may send notices and other communications including password confirmations to the current address shown in our records, whether or not the address includes a designation for delivery to the attention of any particular individual. You further agree that Peoples National Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to:

- (1) keep your Password secure and strictly confidential, providing it only to authorized signers on your account(s);
- (2) instruct each person to whom you give your password that he or she is not to disclose it to any unauthorized person;
- (3) immediately notify us and select a new password if you believe your password may have become known to an unauthorized person.

PEOPLES NATIONAL BANK WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR PASSWORD THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. We may suspend or cancel your password even without receiving such notice from you, if we suspect your password is being used in an unauthorized or fraudulent manner.

Should you request your password be changed; a Change Request Fee of \$5.00 will be imposed for this service.