



**FIRST FEDERAL**  
SAVINGS BANK OF CHAMPAIGN-URBANA

# Electronic Banking Agreement

## I. Introduction

This Electronic Agreement for accessing your **First Federal Savings Bank** accounts electronically explains the terms and conditions governing electronic banking services. By using electronic services, you agree to the terms and conditions of this Agreement. This Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is no applicable Federal law or regulation, by the laws of the State of Illinois. The terms “we,” “us,” “our,” and “Bank” refer to **First Federal Savings Bank**. “You” refers to each signer on an account. The term “business days” means Monday through Friday, excluding Saturday, Sunday and Federal holidays. Each of your accounts at **First Federal Savings Bank** is also governed by the applicable account disclosure agreement (titled *Terms and Conditions of Your Deposit Account*). If you do not have a copy of this agreement, contact us or visit our website [www.356bank.com](http://www.356bank.com).

## II. Accessing Your First Federal Savings Bank Accounts Electronically

### A. Requirements

To access your account(s), you must have a **First Federal Savings Bank** account, a sign-on ID and an online password. To have access to an organization or commercial account via our electronic banking services, you must be a signer on the account.

### B. Electronic Mail (E-mail)

Sending mail electronically (E-mail) is a way to communicate with the Bank. E-mail is provided for you to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your password. To ensure the security of your account information, we recommend that you use E-mail when asking specific questions about your account(s). You cannot use E-mail to initiate transactions on your account(s).

### C. Fees

There are no monthly or transaction fees for accessing your account(s) electronically. Please note that fees may be assessed by your online service provider. Please refer to the chart at the bottom of this document outlining fees associated with other online and mobile banking services we offer.

### D. New Services

**First Federal Savings Bank** may, from time to time, introduce new online services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

## III. Terms and Conditions

The first time you access your **First Federal Savings Bank** accounts electronically you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure.

### A. Your Online Password

You will be given an Online Password that will give you access to your **First Federal Savings Bank** accounts. This password will be e-mailed to you by the Bank. Please be aware that some providers can view this e-mail confirmation as SPAM. This password can be changed using the Options button. We recommend that you change your password regularly. **First Federal Savings Bank** will act on instructions received under your password. For security purposes, it is recommended that you memorize this online password and do not write it down. You are responsible for keeping your password, account numbers and other account data safe and confidential.



## **B. Our Liability**

**USE OF ELECTRONIC SERVICES INVOLVES CERTAIN RISKS, INCLUDING THE RISK THAT OTHERS MAY GAIN UNAUTHORIZED ACCESS TO YOUR PERSONAL INFORMATION, AND THE RISK OF VIRUSES, THEFT, OPERATOR ERRORS, SEVERE OR EXTRAORDINARY WEATHER (INCLUDING FLOOD, EARTHQUAKE OR OTHER ACTS OF GOD), INSURRECTION, TERRORIST ACT, RIOT, LABOR DISPUTE AND OTHER LABOR PROBLEMS, ACCIDENT, EMERGENCY OR ACTION OF GOVERNMENT.**

**THOUGH WE TRY TO TAKE REASONABLE PRECAUTIONS TO PREVENT THESE OCCURRENCES, WE DO NOT TAKE RESPONSIBILITY FOR ANY LOSSES RESULTING FROM A CAUSE OVER WHICH WE HAVE NO DIRECT CONTROL.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, YOU AGREE THAT NEITHER WE NOR THE SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY LOSS, PROPERTY DAMAGE OR BODILY INJURY, WHETHER CAUSED BY THE EQUIPMENT, SOFTWARE, **FIRST FEDERAL SAVINGS BANK**, OR BY INTERNET BROWSER PROVIDERS, OR BY INTERNET ACCESS PROVIDERS OR BY ONLINE SERVICE PROVIDERS OR BY AN AGENT OR SUBCONTRACTOR OF ANY OF THE FOREGOING. NOR SHALL WE OR THE SERVICE PROVIDERS BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, THE ONLINE FINANCIAL SERVICES, OR INTERNET BROWSER OR ACCESS SOFTWARE.

## **C. Hours of Accessibility**

You can access your **First Federal Savings Bank** accounts electronically seven days a week, 24 hours a day. However, at certain times, some electronic services may not be available due to system maintenance. We will make every attempt to notify you online when this occurs.

## **IV. General Terms**

### **A. Changes to Charges, Fees or Other Terms**

We reserve the right to make changes in this Agreement. When changes are made, we will notify you online, or send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate.

### **B. Disclosure of Account Information**

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The Bank may also provide information about your account(s) to persons or companies the Bank believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, the Bank routinely informs a credit bureau when accounts are closed by the Bank because they were not handled properly. The Bank may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

### **C. Questions or Error Resolution on First Federal Savings Bank accounts**

In case of questions about your accounts, here is what you should do:

- Contact **First Federal Savings Bank** by electronic mail (E-mail).
- Fax **First Federal Savings Bank** at **(217) 356-2502**.
- Telephone **First Federal Savings Bank** at **(217) 356-2265**.
- Write **First Federal Savings Bank** at **P.O. Box 1010, Champaign, IL61826-1010**, as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record.
- We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

- Tell us your name and account number.
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.
- Here's what we will do:

We will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale purchases, 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, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, 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 ten (10) business days, we will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation. For more details, please refer to **Electronic Fund Transfers Your Rights and Responsibilities** in the **Terms and Conditions of Your Deposit Account**.

## V. Protecting Your Account

### A. Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call **First Federal Savings Bank** at **(217) 356-2265**.

**Protecting Personal Information** — In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

**Taking Care of Your Online Password** — The password that is used to gain electronic access should also be kept safe and confidential. For your protection we recommend that you change your online password regularly. It is recommended that you memorize your online password and do not write it down. You are responsible for any unauthorized, fraudulent or otherwise wrongful use of your PIN.

You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your online password may have been lost or stolen, notify **First Federal Savings Bank** immediately at **(217) 356-2265**.

**Safeguarding Your Electronic Device** — If your electronic device has been lost or stolen you must disable your device and notify us immediately at **(217-356-2265)**. You can disable your device yourself by logging into your online banking account, clicking Account Services>Requests>Mobile Banking Enrollment>"Stop using this device for mobile banking">Go. If it can be shown that you delayed notifying us of the loss, theft or misuse of your electronic device you may be liable for unauthorized transactions on your account.

### B. Unauthorized Transactions on Your First Federal Savings Bank Accounts

Notify us immediately if you believe another person has improperly obtained your online password. Also notify us if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize. To notify us, call **First Federal Savings Bank** at **(217) 356-2265** or write **First Federal Savings Bank, P.O. Box 1010, Champaign, IL 61824-1010**. If your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60)

days after the statement was sent to you, and we could have stopped someone from taking money if you had notified us within that time frame, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.

## **VI. Mobile Remote Deposit Capture**

**A. Services.** The mobile remote deposit capture service is designed to allow you to make deposits to your personal checking, savings, or money market savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to **First Federal Savings Bank**. Your use of the service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website(s) by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the service after we make the change. **First Federal Savings Bank** reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

**B. Limitations of Service.** When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you. In the event that the mobile service is unavailable, you may deposit original checks at one of our physical locations.

**C. Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as necessary. Any hardware/software is subject to the terms and conditions of the agreement you enter into directly with the third party hardware/software provider at time of download and installation.

**D. Fees.** A fee may be charged for this Service. (See Fee Schedule) You are responsible for paying these fees. You authorize **First Federal Savings Bank** to deduct any such fees from any of your **First Federal Savings Bank** Accounts.

**E. Eligible items.** You agree to scan and deposit “checks” only. (i.e. items drawn on a United States Bank, Savings and Loan or Credit Union).

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than you.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks containing evidence of an alteration, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department

**F. Endorsements.** You agree to restrictively endorse all checks as “For mobile deposit only to First Federal, account #\_\_\_\_\_”.

**G. Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from **First Federal Savings Bank** that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**H. Availability of Funds.** You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 2:30 p.m. CST on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available in two business days from the day of deposit. **First Federal Savings Bank** may make such funds available sooner.

**I. Disposal of Transmitted Items.** Upon your receipt of a confirmation from **First Federal Savings Bank** that we have received an image that you have transmitted, you agree to retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check that you transmitted as an image. During the time the retained check is available, you agree to promptly provide it to **First Federal Savings Bank** upon request.

**J. Deposit Limits.** New Customers for the first 60 days: \$500 maximum per item; \$500 maximum per day. All other customers: \$2000 maximum per item; \$2000 maximum per day.

**K. Requirements.**

- Can only deposit one check at a time
- Deposit items **MUST** be endorsed by the payee/customer and include “For mobile deposit only to First Federal” followed by your account number
- There are internal validations at the time of the deposit. If any of the validations are not met the deposit will be rejected.

**L. Deadlines.** Deposits received by 2:30 p.m. CST will be processed the same day. Deposits received after that time will be processed the next business day. The Bank reserves the right to change this deadline at any time.

**M. Errors.** You agree to notify **First Federal Savings Bank** of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable account statement is sent. Unless you notify **First Federal Savings Bank** within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error.

**N. Errors in Transmission.** By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. **First Federal Savings Bank** bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**O. Image Quality.** The image of an item transmitted to **First Federal Savings Bank** using the Services must be legible, as determined in the sole discretion of us. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by the Bank, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

**P. User Warranties and Indemnification.** You warrant to **First Federal Savings Bank** that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to **First Federal Savings Bank** is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.

- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless **First Federal Savings Bank** from any loss for breach of this warranty provision. This includes holding us harmless against any and all claims,
- Actions, damages, liabilities, cost and expenses, including reasonable attorneys' fees and expenses arising from your use of this service and/or breach of the agreement.

**Q. Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

**R. Termination.** We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of this agreement.

**S. Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**T. Ownership & License.** You agree that **First Federal Savings Bank** retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to **First Federal Savings Bank's** business interest, or (iii) to **First Federal Savings Bank's** actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

**U. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**V. LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF **FIRST FEDERAL SAVINGS BANK** HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

## VII. Consumer Online Bill Pay

- A. This product is not designed as a commercial bill payment system.  
 B. Please link to [TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE](#).

## VIII. Fees and Services

DESCRIPTION	FEE	CUTOFF TIME	STATEMENT DESCRIPTOR
Online access to your accounts	No charge		n/a
FFSB account transfers	No charge		n/a
FFSB loan payments	No charge		n/a
Mobile Banking (app)	No charge		n/a
Bill Payment	No charge		
e-Bill receipt	No charge		n/a
Mobile Deposit	No charge	2:30PM	Mobile Deposit
<b>ADDITIONAL SERVICES</b>			
<b>PopMoney</b>			
Send/Request \$1-\$249.99	\$0.50 (3-day delivery)	12AM	<i>Recipient Name Fee \$Amt</i>
	\$1.00 (overnight delivery)	9PM	
Send/Request \$250-\$999.99	\$0.75 (3-day delivery)	12AM	
	\$1.00 (overnight delivery)	9PM	
Send/Request \$1,000 and above	\$1.50 (3-day delivery)	12AM	
	\$2.00 (overnight delivery)	9PM	
A2A (Account 2 Account)			
Inbound	No charge		Xfer from #####
Outbound	\$1.00	9PM	Transfer Tran Fee
Stop Payment	\$30.00		Stop Payment Fee
Overnight Check	\$14.95	3PM	Overnight Check Tran Fee
Same-day Bill Payment	\$9.95	Billers dependent/ last cut off 9PM	(Payee Name) Online Bill Pmt Tran Fee
E-greeting	\$0.25		<i>Combined with Popmoney Fee</i>