



# PARK RIDGE COMMUNITY BANK

626 Talcott Road • P.O. Box 829 • Park Ridge, IL 60068 • tel. 847.384.9200 • [www.timetobank.com](http://www.timetobank.com)

## **Park Ridge Community Bank September 17, 2009**

When you complete and sign an Application for ONLINE BANKING, you are agreeing to all the terms and conditions given in this document.

This Agreement which includes the Enrollment Form is made between you and Park Ridge Community Bank (BANK) and provides your request and consent to electronically access your accounts at Park Ridge Community Bank through Online Banking (ONLINE BANKING). This Agreement is subject to and in addition to the Park Ridge Community Bank Account Information Disclosure and Schedule of Fees and Charges as well as any other agreements you have with us concerning your account(s) with us.

The terms and conditions of the deposit agreements and disclosures for each of your BANK accounts as well as your other agreements with BANK such as loans continue to apply notwithstanding anything to the contrary in this AGREEMENT. This AGREEMENT is also subject to applicable federal laws and the laws of the State of Illinois; (except to the extent this AGREEMENT can and does vary such rules or laws). If any provision of this AGREEMENT is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this AGREEMENT are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this AGREEMENT. This AGREEMENT is binding upon your heirs and BANK's successors and assigns. Certain of the obligations of the parties pursuant to this AGREEMENT that by their nature would continue beyond the termination, cancellation or expiration of this AGREEMENT shall survive termination; cancellation or expiration of this AGREEMENT.

### **Section 1. Definitions**

**Accounts:** Any account as included on the ONLINE BANKING Enrollment Form and approved by the BANK.

**Available Balance:** The current balance of the Account minus holds, memo posted debits and plus memo posted credits.

**Business Day:** The day during which the office of the BANK is open for business, in accordance with specified cut-off times, and during which the BANK is able to download your information and process transactions.

**Collected Balance:** The current balance of the account, less the Float.

**Current Balance:** The account balance that is the result of the total debit and credit activity as of a specific date and time for all accounts.

**Electronic Funds Transfers:** ATM withdrawals, preauthorized transactions, point-of-sale transactions, transfers to and from your BANK accounts including Online Bill Payment (OBP).

**Float:** Dollar amount of deposited items that are in the process of collections from the drawee banks. Also known as uncollected funds.

**Hold:** A restriction on payment of all or any part of the balance in an account.

**Memo Posted Debits:** Any debits posted to the account for the business day. For example, ACH debit transactions, outgoing wire transfers, and teller cashed checks.

Memo Posted Credits: Any credits posted to the Account for the Business Day. For example, ACH credit transactions and incoming wire transfers.

User: You or any individual that you have authorized access and use of ONLINE BANKING according to the rules and procedures described herein.

## **Section 2. Online Banking Services**

As a user of ONLINE BANKING, you may request any of the services listed below. You understand that you must have an account and a Login ID and PIN with Park Ridge Community Bank in order to receive ONLINE BANKING.

Hours of Access - You can use ONLINE BANKING seven days a week, twenty-four hours a day, although some or all ONLINE BANKING services may not be available occasionally due to emergency or scheduled maintenance. Any activity conducted on a non-business day or after the stated cutoff times of 3:00 pm CST, Monday – Friday, will be posted on the next Business Day.

Perform Account Inquiries You may use ONLINE BANKING to check balances and activity of your BANK accounts, including account histories and to view checks.

Online Bill Pay To initiate Online Bill Pay (OBP), you must designate the BANK account from which payments are to be made; the complete name of each payee; the account number and the payee's remittance address as shown on the billing statement or invoice; the amount of the payment; and the date you wish the payment to be debited from your account. If the date you want the payment to be debited from your account is not a Business Day, your account will be debited the next business day before 5:00 pm (CST). By using Online Bill Pay (OBP), you agree that BANK will charge your designated account by electronic transfer, "no signature required draft" or by debiting and remitting funds on your behalf. You understand BANK reserves the right to refuse to pay any payee you designate and will notify you promptly in that event. While it is anticipated that most transactions will begin processing at least four (4) business days before your selected Scheduled Payment Date, it is understood that due to circumstances beyond the control of OBP, particularly delays in handling and posting payments by slow responding Payees or financial institutions, some transactions may take a day or even a few days longer to be credited by the Payee to your Payee Account. For this reason, each scheduled payment date selected by you must be entered no less than five (5) Business Days before the actual due date, not the late date and/or a date in the grace period. Payment instructions entered after the Cutoff Time or on non-Business Days will be considered entered in the OBP service on the next Business Day. If you properly follow the procedures described herein, and OBP fails to send a payment according to the Payment Instructions received, OBP will bear responsibility for late charges (\$50 maximum). In any other event including, but not limited to, choosing a Scheduled Payment Date less than five (5) Business Days before the actual due date, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you. A bill payment is "in process" starting at the Cutoff Time on the fourth (4th) Business Day prior to the Scheduled Payment Date and continuing up to the Scheduled Payment Date. A bill pending payment is a 'Pending Payment' starting from the time you enter Payment Instructions until the payment is 'In Process'. A bill payment is considered to be 'Completed' on the Business Day you selected as the Scheduled Payment Date. To cancel or edit any Pending payment (including recurring payments) you must follow the instructions within the application. There is no charge for canceling or editing a Pending Payment. BANK may not have a reasonable opportunity to act on any stop payment or cancellation order given after a payment is in Process. It is not possible to stop or cancel a payment which is 'Completed'.

Initiate stop payment requests. You understand that electronically transmitted stop payment orders are not complete until it has been verified that the check(s) has/have not been processed and that the stop payment order is valid. The BANK agrees to receive your request to initiate a stop payment order. To be effective, your stop payment order must precisely identify the number, date and amount of the item, and payee. You agree to hold the BANK harmless for all expenses, cost and attorney's fees incurred by it as a result of refusing payment of said check. You further agree not to hold the BANK liable for payment contrary to this request if payment occurs through accident, inadvertence or oversight other than through lack of good faith or failure to exercise due care on the BANK's part. Stop payment orders placed will be effective for six months from the first business date placed. You understand there will be a fee assessed by the BANK in connection with this stop payment, as stated in the Bank's Schedule of Service Charges & Fees and further understand that if payment on the item is stopped, the payee or other holder of the item might still be able to recover from you the amount of the item, plus other damages. In the case of a lost checkbook, you will contact the BANK for assistance immediately.

Send and receive Email messages You understand you may send and receive Email messages to and from the BANK.

Messages to the BANK will automatically be routed to a Bank Email box. We may not immediately receive email that you send. We will have a reasonable opportunity to act before taking action on your email requests. The BANK is not responsible for any delay in messages being retrieved. Urgent messages should be verified by a telephone call to the BANK. YOU and USER are responsible to periodically check for messages sent by the BANK. You agree to not send critical data, including account numbers, Social Security numbers, or other sensitive data, via Email messages. You cannot use Email to stop payments, transfer funds or perform bill payment.

**Internal Transfers** You may initiate Internal Transfers between any accounts set up within ONLINE BANKING with the exception of time accounts. Refer to Section 3: Internet Banking ONLINE BANKING Setup/Transfer Limits for other transfer limits. You are limited to six pre-authorized automatic transfer or withdrawals per month out of regular and money market savings accounts. Transfers made via ONLINE BANKING are included as preauthorized or automatic transfers subject to these limitations. You are not permitted to transfer more than the available balance from deposit accounts. Transfers initiated through ONLINE BANKING before 3:00 p.m. CST on a business day are posted to your account the same day. Transfers initiated after 3:00 p.m. CST on a business day, Saturday, Sunday or banking holiday (which includes all Federal and State bank legal holidays), will be posted on the next business day. ONLINE BANKING identifies transfers based upon the Login ID of the user who made the electronic transfer. You understand and acknowledge that the ONLINE BANKING will not reflect transactions made by multiple users from the same account if different Login ID's are used. You agree to communicate with other persons with authorized access to your accounts regarding transfers or bill payments in order to avoid overdrafts.

**Electronic Delivery of Notices** You agree that any notice or other type of communication provided to you pursuant to the terms of this AGREEMENT and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the BANK website or by Email. You agree to notify BANK immediately of any change in your Email address.

**Address Changes** You may use ONLINE BANKING to change the contact information on your accounts including your e-mail and US Postal addresses. Changes are subject to BANK verification. If the information cannot be verified, you will receive a change of address form by mail. The form must be returned before an address change will be processed.

### **Section 3. Online Banking Set-up**

BANK agrees to set up your account information on ONLINE BANKING as described in the ONLINE BANKING Application.

The Bank assumes no liability for changes or modifications to the account setup after initial ONLINE BANKING information has been set-up.

**ONLINE BANKING Set Up** The Bank agrees to provide sufficient information for you to set up the initial security provisions for the ONLINE BANKING service. The BANK is not responsible for your actions or negligence in setting up your security access to ONLINE BANKING and assigning Login IDs to designated users. YOU and User will not make any PIN or Login IDs available to any non-authorized persons. YOU and User will not disclose any information pertaining to its use or the components of ONLINE BANKING.

**Password** For security purposes, you are required to change your password upon your initial login to ONLINE BANKING. You determine what password you will use and acknowledge that the identity of your password is not communicated to BANK. You agree that BANK is authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and you should change it regularly. Upon three unsuccessful attempts to use your password, your access to ONLINE BANKING will be revoked. To re-establish your authorization to use ONLINE BANKING, you can use our automatic password reset (on the Log On page) after positive verification of your identity. BANK recommends that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children and should be memorized rather than written down.

#### **Section 4. Transfer Limits**

You understand that Account Transfers received after BANK transfer cutoff time may not be processed until the following business day. If BANK does not make a transfer on time, or in the correct amount according to your instructions given in accordance with this AGREEMENT, BANK will be liable for damages caused. However, there are some exceptions. BANK will not be liable, for instance, if: (1) through no fault of BANK, your account does not contain sufficient funds to make the transfer, or (2) the equipment, phone lines, or computer services were not working properly or were temporarily unavailable, or (3) circumstances beyond the BANK's scope of control, such as fire or flood, prevented the payment or transfer, despite reasonable precautions that the BANK has taken, or (4) a court order or legal process prevents BANK from making a transfer or payment, or (5) you have previously reported, or the BANK has a reasonable basis for believing, that unauthorized use of the Login ID and password, or designated account, have occurred or may be occurring, or (6) you have failed to provide complete or correct payment information for Online Bill Pay (OBP) (7) you have not properly followed the on-screen instructions for using ONLINE BANKING, (8) if you default under any agreement with BANK or (9) YOU or BANK terminate this AGREEMENT.

You understand that Account Transfers to a loan account will be considered a scheduled payment.

A confirmation number will be given at the time a transfer is processed using ONLINE BANKING. It is your responsibility to record this number, along with the scheduled date and transaction amount in your checkbook register or other permanent record because this may help resolve any problems that may occur.

You authorize BANK to set up accounts listed on the ONLINE BANKING Enrollment Form and must notify BANK in writing if you wish to set up additional accounts. You agree to pay all service fees as modified under the Bank's Schedule of Service Fees and Charges.

#### **Section 5. Acknowledgements, Responsibilities, and Liabilities of Account Holder/User**

Access To utilize the ONLINE BANKING, you acknowledge you must have at least one account at BANK, access to the Internet, and an Email address. You will receive log-in instructions upon Enrollment. ONLINE BANKING can be used to access only the BANK accounts that YOU have designated for access at enrollment. You may add or delete any BANK account to or from ONLINE BANKING by contacting Park Ridge Community Bank Electronic Banking at 847-384-9200. Access to your accounts through ONLINE BANKING will be based upon the identification of users and authority levels specified by YOU at Enrollment. You acknowledge BANK will not monitor your transactions through ONLINE BANKING to determine that they are made on your behalf.

ONLINE BANKING may be accessed 24/7, though some services may be unavailable occasionally due to maintenance. If deemed necessary BANK agrees to post a notice of any extended periods of non-availability on the BANK website.

Overdrafts If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then a) electronic funds transfers involving currency disbursements, like ATM withdrawals will have priority; b) electronic fund transfers initiated through ONLINE BANKING that would result in an overdraft of your account may, at BANK's discretion, be canceled; and c) in the event the electronic fund transfers initiated through ONLINE BANKING that would result in an overdraft of your account are not canceled, overdraft charges may be assessed per the terms of the deposit account agreement. Upon occurrence of any overdraft incurred in the Accounts, BANK shall have the right, in BANK's sole discretion to: (i) refuse payment of any outstanding and unpaid check drawn on any account listed on the ONLINE BANKING Application, and (ii) withhold from processing any transaction generated on the account, including ONLINE BANKING until sufficient collected funds to cover such transactions have been credited to the accounts.

Hardware/Software Requirements YOU and any other User are responsible for obtaining, maintaining, and updating the necessary hardware and related equipment needed to utilize ONLINE BANKING. As of the date of this AGREEMENT, the necessary equipment includes: Personal Computer with Internet access and web browser with 128 bit encryption. To ensure your ability to view various features of the Bank's web site, you understand it is your responsibility to update your web browser periodically so that the entire web site may be viewed.

The BANK reserves the right to eliminate or change any of the function capabilities at any time without prior notice.

**User Manuals/On-Line Help** You can access the user's manual on Park Ridge Community Bank's web site or, if logged onto ONLINE BANKING, through the on-line help screen. You agree not to copy or otherwise duplicate the User's Manual or updates.

**Unauthorized Use of Web Site** You have no right, title, or interest to the ONLINE BANKING or copies of it. You agree to notify BANK promptly and in writing of any circumstances of which you have knowledge relating to any possession or use of any portion of the ONLINE BANKING by an unauthorized person.

You and BANK agree that the Login ID and PIN security procedures provided under the ONLINE BANKING agreement are reasonable and the parties further agree that transactions conducted under the Login ID and PIN shall be deemed to be authentic payment orders binding on you.

**Liability & Unauthorized Use** You agree to notify BANK immediately if you believe an unauthorized person knows your Login ID and/or PIN, or that someone has transferred or may transfer money from your account without your permission or if your Login ID and/or PIN have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You understand that you could lose all the money in your account. If you believe your Login ID and/or PIN have become known to an unauthorized person, lost or stolen, and you tell BANK within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone uses your Login ID and/or PIN without your permission. If you do not tell BANK within 2 business days after you learn of the loss or theft of your Login ID and/or PIN, and BANK can prove it could have stopped someone from using your Login ID and/or PIN without your permission, you could lose as much as \$500. Also, if your statement shows any errors, including, transfers that you did not make, you will tell BANK at once. If you do not tell BANK within 60 days after the statement was delivered to you, you may not get back any money you lost after the 60 days if the BANK can prove that the BANK could have stopped someone from taking the money if you had told the BANK in time. If a good reason (such as a long trip or a hospital stay) kept you from telling BANK, BANK will extend the time periods. To report any unauthorized use of your Login ID and/or PIN or if they become lost or stolen, contact Park Ridge Community Bank Electronic Banking Department at 847-384-9200, or write to Park Ridge Community Bank, ATTN: Electronic Banking Department, 626 Talcott Road, Park Ridge, IL 60068.

**Security** You understand the importance of your role in preventing misuse of your accounts through ONLINE BANKING and you agree to promptly examine your statement for each of your BANK accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your Login ID and PIN are intended to provide security against unauthorized entry and access to your accounts. If you allow any other person to use your login credentials or provide access to ONLINE BANKING, you will have authorized that person to access your accounts and you are responsible for all transactions that person initiates or authorizes in connection with your account. Data transferred via ONLINE BANKING is encrypted in an effort to provide transmission security and ONLINE BANKING utilizes identification technology to verify that the sender and receiver of ONLINE BANKING transmissions can be appropriately identified by each User.

Notwithstanding our efforts to ensure that the ONLINE BANKING is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. BANK cannot and does not warrant that all data transfers utilizing ONLINE BANKING or email transmitted to and from BANK will not be monitored or read by others.

BANK is not responsible for any electronic virus or viruses that you may encounter. BANK encourages its customers to routinely scan their PC's using a reliable virus detection 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.

You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with ONLINE BANKING resources and/or accounts. The use or distribution of tools designed to compromise security (e.g., password guessing programs, cracking tools or network probing tools) is prohibited.

**Errors Resolution** In case of errors or questions about your electronic transfers, you must visit or telephone our office, or

write to Park Ridge Community Bank, ATTN: Electronic Banking Department, 626 Talcott Road, Park Ridge, IL 60068; you may also contact BANK through the Secure Access Messaging ONLINE BANKING through Online Banking (please do not provide any confidential information via email). You are responsible to promptly review all statements and report any irregularities to BANK at once. If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, BANK must hear from you no later than 60 days after BANK sent the first statement on which the problem or error appeared. You must: (1) tell the Bank your name and account number, (2) describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information, and (3) tell the Bank the dollar amount of the suspected error. If you tell the Bank orally, the Bank may require that you send the Bank your complaint or question in writing within 10 business days. BANK will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after BANK hears from you and will correct any error promptly. If the Bank needs more time, however, the Bank 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 BANK decides to do this, BANK will provisionally 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 have use of the money during the time it takes BANK to complete its investigation. If BANK asks you to put your complaint or question in writing and BANK does not receive it within 10 business days, BANK 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. The Bank will tell you the results within three business days after completing its investigation. If BANK determines there was no error, BANK will send you a written explanation and will debit your account for the amount provisionally credited. You may ask for copies of the documents that BANK used in its investigation.

You have received and understand all signature card rules and regulations and all agreements and disclosures connected with the opening of accounts and acknowledge that this Agreement is in addition to any of these agreements and disclosures. You will continue to receive regular account statements that describe all transactions for the accounts including the transactions that you have initiated through ONLINE BANKING.

**Fees & Charges** You acknowledge that any fees for ONLINE BANKING will be paid as disclosed on the Bank's Schedule of Services Fee and Charges. These fees are in addition to any fees and service charges currently being paid for any other BANK products and services used by the Account Holder. Any pricing or policy changes adopted by BANK in the future will constitute modifications or addendums to the Agreement but will not nullify it. You acknowledge that you may be asked to designate a payment account for selected services such as Online Bill Pay and authorize BANK to charge your account or any other account for the fees.

You agree to pay any additional reasonable charges for services you request that are not covered by this Agreement. You are also responsible for telephone and internet service fees you incur in connection with your use of ONLINE BANKING.

**Discontinuance of Service** This Agreement shall continue until BANK receives written notification of your revocation or until BANK advises YOU in writing that BANK will not continue this service. Termination by either party does not relieve YOU of YOUR liability for transactions or responsibilities for payment of all fees incurred prior to termination. YOU may terminate ONLINE BANKING by writing to Park Ridge Community Bank, ATTN: Electronic Banking Department, 626 Talcott Road, Park Ridge, IL 60068

## **Section 6. Acknowledgments, Responsibilities, and Liabilities of the Bank**

BANK will provide information on the use of ONLINE BANKING.

BANK has entered into a licensing agreement with Q2 Software Company for the delivery of the Online Banking Services. ONLINE BANKING shall be considered part of the Q2 Software Company and all rights, title, and interest shall remain with them.

Except for acts of gross negligence or willful breach of duties by BANK, BANK will not be liable to YOU for any matters related to this AGREEMENT, including without limitation, lost profits or consequential, special, or punitive damages, inaccuracy, or delays in transmission of information.

BANK makes no warranties or representations with respect to ONLINE BANKING software, expressed or implied, in-

cluding but not limited to, warranties of merchantability or fitness for a particular purpose.

Change in Terms BANK may change any term of this AGREEMENT at any time. If the change would result in increased fees for ONLINE BANKING, increased liability for you, fewer types of available electronic fund transfers, or additional limitations on the frequency or dollar amount of transfers, BANK agrees to provide notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or electronic fund transfer ONLINE BANKING. BANK will post any required notice of the change in terms on the BANK website or forward it to you by Email or by postal mail. Your continued use of any and all ONLINE BANKING services indicates your acceptance of the change in terms. BANK reserves the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

Third-party Web Site Links BANK does not endorse or guarantee the products, information or recommendations provided by linked sites; BANK is not liable for any failure of products or services advertised on those sites; third-party sites may have a privacy policy different that of BANK; third-party websites may provide less security than the website of Park Ridge Community Bank.

## **Section 7. Joint Acknowledgements and Representations**

This agreement is governed by and will be interpreted under the laws of the State of Illinois.

This agreement incorporates by reference all information on your ONLINE BANKING Services Enrollment Form, which you represent as true and complete in all respects.

You have read and understand this AGREEMENT and have had the opportunity to review this Agreement with an advisor of your choice if so desired.

Each party represents and warrants to the other that it is authorized to enter into this AGREEMENT. If at any time any section of this AGREEMENT is found to be invalid, that does not make the remaining sections or terms invalid.

Internet Security Information ONLINE BANKING utilizes a comprehensive security strategy to protect accounts and transactions conducted over the Internet. In addition to login security we use a secure socket layer (SSL) encryption technology for everything done in the ONLINE BANKING. Your browser automatically activates this technology when it attempts to connect to our ONLINE BANKING and it will support only the highest 128-bit encryption technology available to ensure your protection. 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'. This means that your communications are scrambled from your browser to our servers at all times, so no unauthorized party can read the information as it is carried over the Internet.

During your use of ONLINE BANKING, we use multi-factor authentication (MFA) methodology which registers each PC that you use to access ONLINE BANKING. In addition, we will pass a "cookie" to your browser to identify you. We do not (and cannot) use our cookies to obtain new information about you. A "cookie" is security data given to a browser by a web server and returned by the browser on subsequent transmissions to identify the user and encryption information. When you log onto ONLINE BANKING, this cookie enables us to process multiple transactions during the session without you having to provide your login ID and password for each individual transaction. After a predetermined amount of time set by our security, ONLINE BANKING or when you log off, the session cookie is no longer accepted and a new cookie must be created by entering your Login ID and PIN information. A new cookie is used for each session so that no one can use the cookie to access your account.

## **Terms and Conditions of Use**

Park Ridge Community Bank endeavors to provide you with the highest quality ONLINE BANKING available. However, due to the unpredictable nature of the Internet, occasional inaccessibility to our Web site should be expected. By using this site, you agree to our terms and conditions, as contained herein and any additions or modifications to this Agreement. Do

not use our site if you do not agree to all of the terms and conditions. Whether or not you actually read these terms and conditions, your use of the site will be deemed as acceptance of them. We may modify our terms and conditions for use of this site at any time and without notice.

The first time you access your BANK account(s) through the Internet and ONLINE BANKING, you confirm your agreement to be bound by all of the terms and conditions of this AGREEMENT. Your actions also acknowledge your receipt and understanding of this disclosure, and reconfirms your agreement to the "Your Deposit Account" documentation (if you would like an additional copy of this agreement, contact the BANK) you received when you opened your account.

### **Disclaimer of Warranty and Limitation of Liability**

THE INFORMATION AND CONTENT ON OUR SITE ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, NEITHER PARK RIDGE COMMUNITY BANK NOR ANY OF ITS AFFILIATES WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THE MATERIALS PROVIDED ON OUR SITE, EITHER EXPRESSLY OR IMPLIEDLY, FOR ANY PARTICULAR PURPOSE AND EACH EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IN NO EVENT WILL PARK RIDGE COMMUNITY BANK OR ITS AFFILIATES BE LIABLE TO YOU FOR ANY LOSS ARISING OUT OF THE USE OF, OR INABILITY TO USE, OUR SITE, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, FORESEEN OR UNFORESEEN, INCLUDING LOSS OF PROFIT OR OTHER ECONOMIC LOSS, OR ANY OTHER DAMAGES OF ANY KIND EVEN IF PARK RIDGE COMMUNITY BANK OR AN AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

### **Section 8. Bank Contact**

You may contact BANK at: [customerservice@timetobank.com](mailto:customerservice@timetobank.com), by phone at 847-384-9200, by mail at Park Ridge Community Bank Electronic Banking, 626 Talcott Road, Park Ridge, IL 60068, or by visiting our office.

Your Privacy

The information in this policy relates to information you provide at the [timetobank.com](http://timetobank.com) domain. We understand that protecting consumer privacy is important to those who visit our web site and use ONLINE BANKING.

### **Collection of Information**

Park Ridge Community Bank gathers information regarding users of our site only through the use of forms and email. We do not, on our regular website, employ the use of cookies. Cookies may be used during Online Banking sessions, to ensure a one-to-one connection. Information is collected only when required to provide a service requested by the user. When a customer accesses ONLINE BANKING account information, they must enter their User ID and Password each visit. This information is not stored in a cookie file. During a secure web banking session, some information is gathered to manage the session effectively for the customer, which may include browser information (type and version) and connection speed, as well as any information needed to execute the customer's instructions.

### **Maintenance of Customer Information**

Park Ridge Community Bank has processes in place to assure the security, privacy and accuracy of all customer information, in accordance with reasonable commercial standards and regulatory requirements. Customers may request in writing, or through a secure Online Banking session, changes to inaccurate information. Changes will be made in a timely manner, after verification, as required.

### **Employee Access to Customer Information**

Employees of Park Ridge Community Bank have access to customer information for reasonable business purposes only. This policy has been clearly communicated to all employees and is strictly enforced.

### **Security Procedures**



Park Ridge Community Bank maintains appropriate security standards and procedures regarding unauthorized access to customer information.

### **Disclosure of Account Information**

Park Ridge Community Bank does not reveal specific information about customer accounts or other personally identifiable data to unaffiliated third parties for their independent use, except for the exchange of information with reputable information reporting agencies to maximize the accuracy and security of such information or in the performance of bona fide corporate due diligence, unless:

1. the information is provided to help complete a customer initiated transaction or,
2. the customer requests it or,
3. the disclosure is required by/or allowed by law (e.g., subpoena, investigation of fraudulent activity, etc.) or,
4. the customer has been informed about the possibility of disclosure for marketing or similar purposes through a prior communication and has been given the opportunity to decline.

For more information about Park Ridge Community Bank's information privacy policy, please contact: Park Ridge Community Bank at (847) 384-9200 or online through the Secure Access Messaging ONLINE BANKING.

### **Copyright or Other Notices**

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Deliberate misuse of any element of our site, including, without limitation, hacking, introduction of viruses or similar code, disruption or excessive use or any use in contravention of applicable law, is expressly prohibited and Park Ridge Community Bank reserves the right to terminate your access to our site and, at its discretion, pass information to legal authorities. All other brand and product names are trademarks or registered trademarks of their respective owners. Features and services availability are subject to change without notice.