



## Online Banking and Bill Pay Agreement

This Online Banking and Bill Pay Agreement (“Agreement”) between you and Old National Bank governs the use of Old National Online™ Banking via the Internet or Microsoft® Money, Quicken® or QuickBooks, Old National Online™ Bill Pay and/or Old National Online Business Bill Pay, herein referred to collectively as “Electronic Banking”. The Old National Bank customer is referred to in this Agreement as "you" or "your." Old National Bank is referred to in this Agreement as "Old National," "us," “we” and/or "our."

WHEN YOU USE ELECTRONIC BANKING OR AUTHORIZE OTHERS TO USE ELECTRONIC BANKING, YOU AGREE TO THE TERMS AND CONDITIONS OF THE ENTIRE AGREEMENT, AS MAY BE AMENDED FROM TIME TO TIME.

### Relation to Other Agreements

Your use of Electronic Banking may also be affected by the other agreements between Old National for your linked Old National accounts. If you have more than one account with us, you may have the accounts linked together on Electronic Banking as we permit.

When you link an account to Electronic Banking, you do not change the agreements you already have with Old National for that account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use an account with Electronic Banking.

### Old National Internet Web Site

Your use of Old National’s Internet Web Site is governed by the Web Site Terms and Conditions, which can be found at [www.oldnational.com](http://www.oldnational.com). Please read the Web Site Terms and Conditions carefully, as you agree to be bound by its terms.

### Equipment Requirements

In order to use Electronic Banking, you will need the type of PC, telephone, related equipment, and software as determined by Old National from time to time. (In this Agreement, your PC, telephone, and the related equipment are referred to together as your "Equipment").

You are responsible for the installation, maintenance, and operation of your Equipment and your software. The risk of error, failure, or nonperformance is your risk and includes the risk that you do not operate your Equipment or your software correctly. Old National is not responsible for any errors or failures from any malfunction of your Equipment or your software. Old National is not responsible for any PC virus related problems that may be associated with the use of Electronic Banking. Old National shall have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your Equipment or your software.

### Authentication Credentials

You will be required to use a User ID and Password when to access Online Banking. (The User ID and Password collectively are referred to as the "Authentication Credentials"). Use of the Authentication Credentials is the agreed security procedure between you and Old National. You may change your Authentication Credentials at any time through the methods determined by Old National. As an additional security measure, you may be required to answer security questions, also known as ONB Secure, which provide a further level of confirmation of your identify when you access Online Banking.

## **Security**

Old National is committed to the security of its customers' accounts and account information. Similarly, you must take every precaution to ensure the safety, security, and integrity of your accounts and transactions with Electronic Banking. When you give someone your Authentication Credentials, you are authorizing that person to use Electronic Banking and you are responsible for all transactions that person performs while using your Authentication Credentials. In addition, that person will have full access to your accounts, even if you attempt to limit that person's authority.

## **Limitation of Liability; No Warranties**

ELECTRONIC BANKING AND RELATED DOCUMENTATION AND/OR EQUIPMENT ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF ELECTRONIC BANKING, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE OR SOFTWARE.

## **Indemnification**

You acknowledge and agree that you are responsible for your, your officers, employees and agents conduct while using Electronic Banking and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of Electronic Banking or the use of Electronic Bank by anyone using your Authentication Credentials or your violation of this Agreement or the rights of any third party. Your obligations under this provision shall survive termination of this Agreement.

## **Alterations and Amendments**

This Agreement, applicable fees and service charges may be changed or amended from time to time, in our sole discretion, by: (i) sending you written notice by electronic mail or regular mail; (ii) notifying you through Electronic Banking messaging; (iii) posting the updated terms on the sites within Electronic Banking. Any use of Electronic Banking after you receive a notice of change will constitute your agreement to such change(s). Please access and review this Agreement regularly and discontinue your use of Electronic Banking if you find the Agreement unacceptable to you. From time to time, the Bank may revise or update the Electronic Banking and/or related material, which may render all such prior versions obsolete. Consequently, the Bank reserves the right to terminate this Agreement as to all such prior versions of Electronic Banking and/or related material and limit access to only the more recent revisions and updates.

## **Address or Banking Changes**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Old National Bank Customer Care at 1-800-731-2265. Any changes in your Old National Online Bill Pay Account should also be made in accordance with the procedures outlined within the application's Help files. All changes to your Old National Online Bill Pay Account are effective immediately for scheduled and future payments paid from the updated Payment Account information

## **Electronic Banking Termination, Cancellation, or Suspension**

Either you or Old National may terminate this Agreement and the Electronic Banking services at any time upon giving written notice of the termination to the other party. You may cancel Electronic Banking by notifying Old National Bank of your intent to cancel through messaging services available within Electronic Banking, or by calling Old National Bank customer service at 1-800-731-2265. Old National may terminate your participation in Electronic Banking for any reason, including inactivity at any time. Old National will try to notify you in advance, but we are not obligated to do so. If Old National terminates your use of Electronic Banking, Old National reserves the right to make no further transfers or payments from your accounts, including any transactions you have previously authorized. Likewise, any additional services you may have used such as Alerts and eStatements will also be terminated.

If you terminate Electronic Banking, you authorize Old National to continue making transfers and bill payments you have previously authorized and continue to charge monthly fees until such time as Old National has had a reasonable opportunity to act upon your termination notice. Once Old National has acted upon your termination notice, Old National will make no further transfers or payments from your accounts, including any transfers or payments you have previously authorized.

Cancellation of Electronic Banking only applies to Electronic Banking and does not terminate your Old National accounts. We recommend that you cancel any scheduled payments prior to notifying Old National that you are discontinuing the Electronic Banking.

## **Disputes**

In the event of a dispute regarding Electronic Banking, you and Old National agree to resolve the dispute by the terms of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement shall control.

## **Charges for Electronic Banking**

Depending on which products and functions you subscribe to, you will be charged the applicable Electronic Banking monthly or transaction fee. Once you have subscribed, you may be charged such fees whether or not you use Electronic Banking. To learn more about such fees, please visit [oldnational.com](http://oldnational.com) or call Old National Customer Care at 1-800-731-2265. We reserve the right from time to time to add or modify charges and will notify you when we do so. You authorize Old National to deduct all applicable fees for Electronic Banking from the account specified by you.

NOTE: From time to time Old National will offer a free trial period for Electronic Banking on the products that are not ordinarily offered without charge. You will be responsible for canceling Electronic Banking if you choose not to continue at the end of the free trial period. The responsibility for all fees assessed will be yours, if you have not cancelled Electronic Banking prior to the expiration of the free trial period. You may cancel Electronic Banking as outlined in this agreement under Section 10 Electronic Banking Termination Cancellation or Suspension.

## **Customer's Responsibility**

You must have enough available money or credit in any account from which you instruct us to make a payment or transfer, or for you to engage in any other transaction involving the payment or transfer of funds.

You are responsible for all transactions and bill payments you authorize or make using Electronic Banking, including any transactions or bill payments that you may unintentionally or inadvertently authorize or make, and any losses, charges, or penalties incurred as a result. If you permit other persons to use Electronic Banking or your Authentication Credentials, you are responsible for any transactions they authorize from your deposit and credit accounts, including any losses, charges, or penalties incurred as a result.

## **Joint Accounts and Other Relationships**

The provisions of this Agreement apply to all Old National accounts you may own, individually or jointly, as well as other types of account relationship types that are permitted to be accessed using Electronic Banking. When your Electronic Banking services are linked to one or more joint accounts, Old National may act on the verbal, written or electronic instructions of any authorized signer.

## **Information Recording**

When you use Electronic Banking to conduct transactions, the information and e-mail messages you enter will be recorded. By using Electronic Banking, you consent to such recording.

Also, you agree that we may record any telephone conversation you have with Old National regarding Electronic Banking and/or your account(s) for the purpose of documenting instructions or for training. However, we are not obligated to do so and may choose not to record such conversations in our sole discretion.

## **No Signature Required**

When using Electronic Banking to pay bills or make transfers, you agree that Old National may debit any payment account(s) to pay checks that you have not signed by hand or by legally acceptable form of electronic signature (e.g., digital signature). When using Electronic Banking to make transfers from credit accounts, you agree that Old National, without prior notice to you, may take any action required to obtain cash advances on your behalf, including charging your linked credit account at Old National without your handwritten or legally acceptable electronic signature.

## **Business Days**

Electronic Banking is generally available twenty-four (24) hours a day, seven (7) days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Holidays are not included. Any transaction(s), including scheduled payments, to be made on a day that is not a business day will be credited, completed, or made on the next business day.

## **Assignment**

You may not assign this Agreement to any other party. Old National may assign its rights and delegate its duties and responsibilities under this Agreement to a company affiliated, directly or indirectly, with Old National. Old National may also assign or delegate certain of its rights and responsibilities under the Agreement to independent contractors or third parties.

## **No Waiver**

Old National shall not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by Old National. No delay or omission on the part of Old National in exercising its rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## **Governing Law; Jurisdiction**

Regardless of where you live or work or where you access Electronic Banking, generally this Agreement will be governed by, and construed in accordance with, the laws and regulations of the State of Indiana and the federal laws of the United States of America.

In the event either party brings legal action to enforce the Agreement or collect overdrawn funds on accounts accessed under the Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings,

and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the State of Indiana.

### **Severability**

Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intent of the Agreement, and the remaining portions shall remain in full force and effect.

### **Description of Old National Online Banking Basic Functions**

If you subscribe to Old National Online Banking, you may use Old National Online Banking for some or all of the following services as well as new transactions which may be added from time to time: (a) transfer funds between your eligible deposit and credit accounts, (b) obtain account balances and transaction information for your deposit or credit accounts, (c) review the history of transactions, (d) send electronic messages to an Electronic Service Representative at Old National, and (e) receive alert notifications on the status of your deposit accounts. These features of Old National Online Banking are limited by and subject to the terms and conditions described below:

- Your ability to transfer funds between certain accounts is limited by federal law, as stated in the Deposit Account Agreement and Disclosure.
- Instructions to transfer funds between deposit accounts will be executed according to the rules, restrictions and time limitations described within the Electronic Banking
- Each transfer made from a loan account is treated as a cash advance from that account and is subject to terms of any loan or other applicable agreement you may have with Old National.
- Transaction information for your accounts may only be available in Old National Online Banking and/or Old National Online Bill Pay for a limited period of time as established by Old National.

## **Terms Specific to Old National Online Bill Pay and Old National Online Business Bill Pay**

### **Bill Pay Service Definitions**

A. "Service"

The Bill Pay Service provided by Old National Bank and/or its third party service provider.

B. "Biller"

The person or entity to which you wish a bill payment to be directed or the person or entity from which you receive electronic bills, as the case may be.

C. "Payment Instruction"

The information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

D. "Payment Account"

The Old National checking account from which bill payments will be debited.

E. "Billing Account"

The Old National checking account from which all Service fees will be automatically debited.

F. "Business Day"

Monday through Friday, excluding Old National Bank holidays.

G. "Scheduled Payment Date"

The day you want your Biller to receive your bill payment and also the day your Payment Account is to be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

H. "Due Date"

The date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

I. "Scheduled Payment"

A payment that has been scheduled through the Service but has not begun processing.

J. "Authorized User"

A designated user of your Old National Online Bill Pay or Old National Online Business Bill Pay account. If you are a corporation, partnership, limited liability company, association or some other form of business entity (other than a sole proprietorship), we will issue one set of Authentication Credentials to a representative you designate.

## **Payment Scheduling**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the online Service when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

## **Service Guarantee**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

## **Payment Authorization and Payment Remittance**

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize Old National to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize Old National to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use commercially reasonable efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

## **Payment Methods**

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to Old National Bank for payment).

## **Payment Cancellation Requests**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited.

## **Prohibited Payments**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

## **Exception Payments**

Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, miss-posted or misdirected payments will be the sole responsibility of you and not of the Service.

## **Bill Delivery and Presentment**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

A. Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

B. Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

C. Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

D. Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

E. Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

F. Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

G. Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

H. This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

## **Password and Security**

Individual consumers and sole proprietorships shall use the Electronic Banking Authentication Credentials and are not provided any additional Authentication Credentials to access the Service.

Business customers, other than sole proprietors, are provided a user ID and password to access the Service. If you need a user ID and password for an additional user of the Service, you will designate privilege access for such user within Old National Online Business Bill Pay by providing that user with a unique user ID and password.

Your enrollment into the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

## **Disclosure of Account Information to Third Parties**

We may disclose information to third parties about you or your account or your transactions in the following instances:

- Where it is necessary for completing transactions through Electronic Banking or to investigate or resolve a problem related to a transfer or payment;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- In order to comply with a governmental agency or court orders or in connection with fraud prevention or an investigation;
- On a closed account, if we reasonably believe you have mishandled it; or,
- If you give us your written permission.

## **Failed or Returned Transactions**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice from the Service. In each such case, you agree that:

- You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
- For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- You may be assessed a fee by the Service if the transaction is returned because you have insufficient funds in your Payment Account to cover the requested payment. In addition, you may be assessed a fee by your financial institution as a result of the return that is separate from and in addition to any fee assessed by the Service;
- You will reimburse the Service for any fees or costs it incurs in attempting to collect the amount of the return from you; and,
- The Service is authorized to report the facts concerning the return to any credit reporting agency.

## **Biller Limitation**

Old National reserves the right to refuse or decline to make payments to any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

## **Returned Payments**

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

## **ADDITIONAL PROVISIONS APPLICABLE ONLY TO CONSUMER AND SOLE PROPRIETORSHIP ACCOUNTS**

### **In Case of Errors or Questions about Your Electronic Transfers**

Telephone us at 1-800-844-1720, or write us at One Main Street, Evansville, IN 47708 or e-mail us at Eftservices@oldnational.com as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. Old National may not immediately receive e-mail that you send. We will not take actions based on your e-mail requests until Old National actually receives your message and has a reasonable opportunity to act.

- Tell us your name and account number (if any).
- 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.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days 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 to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days 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 may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the applicable time periods for action shall be twenty (20) business days in place of ten (10) business days. If a notice of error involves an electronic funds transfer that was initiated in a foreign country, occurred within thirty (30) days after the first deposit to the account was made, or is a point of sale debit card transaction, the applicable time period for action shall be ninety (90) calendar days in place of forty five (45) calendar days.

## **Limitation of Liability**

### **Liability for Unauthorized Transfers**

Tell us **AT ONCE** if you believe your Audio Response/Personal Computer Authentication Credentials has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your Authentication Credentials, you can lose no more than \$50.00 if someone used them without your permission. If you do NOT tell us within two (2) business days, and we can prove that we could have stopped the unauthorized usage, you could lose as much as \$500.00. Also, if you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your Authentication Credentials have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact us immediately.

### **Business Days**

For purposes of these electronic transfer disclosures our business days are Monday through Friday. Holidays are not included.

### **Documentation and Periodic Statement**

You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case, you will get a statement quarterly.

### **Our Liability for Failure to Make Transfers**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer or go over the credit limit on your overdraft line.
- If the money in your account is subject to legal process or other claim restricting such transfer.
- If the circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our Deposit Account Agreement with you.

### **Confidentiality**

We will only disclose information to third parties about your account or the transfers you make: to complete transfers as necessary; to verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; to comply with government agency or court orders; or if you give us your written permission.

### **Pre-authorized Transfers**

You may arrange for us to complete the following pre-authorized transfers to your deposit accounts:

- Accept direct deposits from your employer or other financial institutions to your checking or savings account;
- Accept direct deposits from the U.S. Treasury Department to your checking or savings account. Accept pension payments, annuity payments, dividend payments and similar regular payments; and
- Transfers initiated by telephone or through Online Banking.

## **ADDITIONAL PROVISIONS APPLICABLE ONLY TO BUSINESS ACCOUNTS**

### **Protecting Your Authentication Credentials**

You agree that we may send notices and other communications, including Authentication Credentials confirmation to the current address shown in our records, whether or not that address includes a designation of delivery to the attention of any particular individual. You further agree that Old National Bank will not be responsible or liable in any way if information is intercepted by an unauthorized person either in transit or at your place of business. **Old National Bank will have no liability to you for any unauthorized payment or transfer made using your Authentication Credentials that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.**

### **Acknowledgement of Commercially Reasonable Security Procedures**

By using Electronic Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use, as described above, and we have had a reasonable

opportunity to act on such notice.

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