

Please take a few minutes to read this User Agreement. When you're ready, click the "I Agree" button to start enjoying the convenience and financial security of ESB Online

North Shore Trust and Savings E Sign Act Disclosure Online / Mobile Banking Agreement and Electronic Funds Transfer (EFT) Disclosure

E-Sign Act Disclosure

The Electronic Signatures in Global and National Commerce Act (E-Sign Act) requires your consent to receive electronically the North Shore Trust and Savings Online Banking Agreement and Electronic Funds Transfer (EFT) Disclosure before proceeding with establishing North Shore Trust and Savings iBanking Online service.

By clicking the "I Agree" button at the bottom of this page, you are consenting to receiving these disclosures electronically for this request. Your consent pertains to this transaction only and does not include any other disclosures the bank may need to provide you.

You do have the right to receive a paper version of these disclosures and may contact us by e-mail to request a paper copy. If you do not want to consent to electronically **receiving North Shore Trust and Savings Online Banking Agreement and Electronic Funds Transfer (EFT) Disclosure**, you should exit this form, and visit one of our branches.

North Shore Trust and Savings Online Banking Agreement and Electronic Funds Transfer (EFT) Disclosure

North Shore Trust and Savings is pleased to provide you the Online Banking service to meet your banking needs. This agreement contains the terms and conditions under which we will provide Online Banking Services to you. This agreement is in addition to your other agreements with North Shore Trust and Savings, such as your Product and Account disclosure, the fee schedules, and any credit agreements you have with us. If there is a conflict between the terms and conditions of this agreement and one contained in the other agreements between you and us, this agreement will take precedence.

Federal and Illinois law requires that consumers who make use of a Bank's electronic funds transfer services receive the disclosures contained in this agreement before using the service. Use of North Shore Trust and Savings online services as defined below are governed by the terms and conditions established from time to time by the Bank and outlined in this Disclosure. Please read it carefully and print a copy to keep it with your records.

In this agreement, the terms "financial institution", "bank", "we", "us" and "our" refer to North Shore Trust and Savings. The terms "you" or "your" refer to the person(s) or authorized signers on the account, authorized user (whether express or implied) or any individual issued a User ID and Password. If you have any questions about these services, please call North Shore Trust and Savings at 847-336-4430 and ask to speak with a Customer Service Representative, or stop by any North Shore Trust and Savings office. **If you have any technical questions about using iBanking, you can reach us for assistance Monday – Friday, 9:00am – 5:00pm by calling 847-336-4430.**

Online Banking Equipment

We are not responsible for any errors or failures caused by any malfunction of your device and we are not responsible for any virus or related problems that may be associated with the use of your device. You are also responsible for any telephone or internet charges incurred in connecting to your Internet Service Provider (ISP) that gives you access to the Internet.

Acceptance of This Agreement

North Shore Trust and Savings iBanking is available over the Internet using your password, User ID and your personal computer or mobile device to perform transactions noted in this disclosure. **By clicking the "I Agree" button below you are agreeing to the terms and conditions of this agreement and disclosure and the electronic delivery of these disclosures.** You are also agreeing that any communication from us to you, including any disclosures or other information required to be delivered in writing under applicable law, may be delivered to you in electronic form and that such electronic communication shall be in lieu of written communication. This includes electronic delivery of changes in terms notices affecting your use of North Shore Trust and Savings Online. You agree that the use of your North Shore Trust and Savings Online system and your password is your signature authorization for any payments or transfers. Each time you enter your User ID and password, you are authorizing us to process your request.

Business days

For the purpose of this agreement, our business days are Monday through Friday. Holidays are not included.

Accessible Accounts

You may access account and transaction information and conduct electronic banking transfers with an North Shore Trust and Savings Checking account, Money Market account or Statement Savings account type. Bill payment may be conducted with any North Shore Trust and Savings Checking account type. You may designate a Passbook savings account or a Certificate of Deposit as "View Only" accounts. You may also access account and transaction information and make payments to your North Shore Trust and Savings loan accounts.

Online Banking Services (iBanking)

The Online Banking services gives you access to:

- Account Balance and transaction Information.
- Transfer Funds between your North Shore Trust and Savings accounts
- Payments applied to your North Shore Trust and Savings loan accounts
- Advances from your North Shore Trust and Savings Line of Credit accounts
- Interbank Transfers
- Bill Payment to a third party via check or electronic transaction
- Electronic Statement Delivery
- Balance Alerts
- Manage your North Shore Trust and Savings debit card

Account balance and Transaction Information

The account information you access via North Shore Trust and Savings Online Banking will generally be current as of the Business Day you obtain the information, unless another time is specified. Information is available for your bank account(s) for up to 180 days.

You may access your account(s) by the internet at www.northshoretrust.com, or the iMobile Application available for Apple and Android mobile phones and by using your password and user ID.

Transfers between North Shore Trust and Savings Accounts

You have the ability to set up a one time or schedule reoccurring transfers up to 365 days in advance. Transfer of funds are permitted between your North Shore Trust and Savings checking and statement savings accounts, and to make North Shore Trust and Savings loan payments using your password, personal or office computer, mobile device and the North Shore Trust and Savings Online Banking system through the Internet.

You may access your account(s) by the internet at www.northshoretrust.com, or the iMobile Application available for Apple and Android mobile phones and by using your password and user ID to:

- transfer funds from checking to checking
- transfer funds from checking to statement savings
- transfer funds from statement savings to checking
- transfer funds from statement savings to statement savings
- you may transfer no more than \$10,000 or the available balance in your account whichever is less
- make payments from a checking or statement savings to loan accounts with us
- advance funds from a line of credit to a checking or statement savings

If you wish to cancel a recurring transfer, you must cancel the transfer before 12:00 midnight the night before the scheduled initiation date that the transfer occurs.

Statement Savings and Money Market Statement Type Account Limitations

Please note that for any Statement Savings, including Money Market statement type account(s), you may make as many in- person withdrawals as you wish, but Federal law limits the number of telephone and/or third (3rd) party electronic fund transfers from your account to no more than six (6) per statement cycle. This limit includes those conducted by 24 Hour Telephone transfers, North Shore Trust and Savings Online Banking, checks, POS transactions, overdraft protection transfers, ACH transactions, online bill payments and online transfers.

Bill Payment

If you have chosen this option, you may make payments from a checking account(s) you have designated for bill payment. Your payments will be made either electronically to the person or business you are paying (the "payee") or by sending the payee a paper check.

The Bill Payment system will show the "Send On" date and "Deliver By" date of the payment on the screen. You should schedule payments in advance to ensure the delivery date is on or before the payment due date. You cannot use the bill paying function for payments to certain entities as described in the Payment Guarantee section below. While most payees can be paid by using the bill payment feature, we reserve the right to refuse to pay certain payees. You agree that payment transactions executed through an automated clearinghouse will be subject to the rules of the National Automated Clearinghouse Association (NACHA).

"Send On" Date Vs. "Deliver By" Date: When scheduling a bill payment, note the difference between the "SEND ON" date and the "DELIVER BY" date. The "SEND ON" date is the date we will attempt to deduct the payment amount from your designated account. If the attempted deduction fails because you did not have enough funds in your primary account, we will send you an email indicating this situation. If the second attempted deduction is not successful, the transaction will be cancelled and you will be responsible for rescheduling. If the second attempted deduction is successful, the payment will be

processed and remitted to the payee, however the "DELIVER BY" date will be one business day later. If you receive an email because the first attempted deduction was not successful, you should access North Shore Trust and Savings Online Banking to determine the date of the second deduction attempt.

If you schedule a payment with the "SEND ON" date as the current date, you must have adequate funds in your account at the time the payment is scheduled. The funds will be deducted shortly after you log out of the session. If you schedule a payment with the "SEND ON" date in the future, there must be adequate funds in your account when we attempt the deduction. This can occur anytime between 12:01 am and 4:00 pm EST.

The "DELIVER BY" date is the date that you can expect the payee to receive your payment. The "DELIVER BY" date for your payment should be no later than the due date the payee has indicated for the payment.

Bill Payment Transaction Limits: North Shore Trust and Savings Online Banking Bill Pay has a per transaction limit up to \$10,000 or your available account balance, whichever is less.

Cancelling Bill Payments: We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action. You may cancel an outstanding bill payment at any time through North Shore Trust and Savings Online Banking. Bill payments are considered outstanding until the "SEND ON" date.

A "Reoccurring" transaction may be cancelled or changed up until 12:00 midnight of the night before the "SEND ON" date of the transaction.

Payment Guarantee: If a properly scheduled payment is not received and posted on time by the payee, we will attempt to have any late fees or assessed finance charges removed. (Finance charges are calculated based on your payment amount rather than your entire balance.) If the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to have your account noted appropriately to ensure that the situation does not negatively impact your credit rating. (NOTE: Please refer to your Electronic Funds Transfer Disclosure for important information on the limitations of reimbursable fees and finance charges.)

The Payment Guarantee applies to late fees and/or finance charges associated with the late posting of a payment, provided that the following conditions are met:

1. The payment was scheduled to be delivered on or before the due date of your bill, excluding any grace periods. (The one exception to this guideline is that mortgage payments may be scheduled so that the payment is sent on or before the due date, excluding grace periods. For example, a mortgage payment due on July 1st, with a 15-day grace period, must have a "Send On" date no later than July 1st.
2. The payment amount did not exceed the \$10,000 transaction limit.
3. The payment was not made to an excluded payee:
 - o Payments that failed due to insufficient funds or other reasons
 - o Payments to payees located in the Armed Forces Postal Codes such as AE & AP
 - o Payments to settle securities transactions
 - o Payments to pay off special or delayed financing for purchases
 - o Payments to credit counseling agencies who pay creditors on your behalf
4. The payment was not made to a prohibited payee. Payments to the following payees are not permitted through this service:

- Payments to payees outside of the United States
 - Court-ordered payments such as alimony, child support, speeding tickets, etc.
 - Tax entities
 - Collection agencies
5. If a payment to a prohibited payee is inadvertently processed, the payment guarantee outlined above does not apply to that payment, and we reserve the right to not process a payment to that payee in the future.
 6. The information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records).

Mobile Banking (iMobile)

You have the option of accessing North Shore Trust and Savings Online Banking through a web browser on your mobile device. When using a mobile device, you should download our iMobile application for Apple and Android smartphones so you may:

- Review account balances, account details and transaction history
- Schedule one-time bill payments
- Make one-time funds transfers between North Shore Trust and Savings accounts
- Manage your North Shore Trust and Savings debit card

You will not be able to access all of the functions/services that are accessible with a personal computer. Examples include, but are not limited:

- Edit or Create Payees
- Schedule recurring bill payments
- Schedule recurring transfers
- View eStatements
- Check ordering
- Create Alerts

Receipt of account information through Mobile Banking may be delayed or impacted by factor(s) pertaining to your phone carrier or other parties outside of our control.

You are also responsible for any telephone or internet service fees incurred in connecting to your Internet Service Provider (ISP) that gives you access to the Internet.

We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties. Also, nothing about Mobile Banking creates any new or different liability for us beyond what is already applicable under your existing account agreements.

STOPPING PRE-AUTHORIZED PAYMENTS

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES (SUCH AS DEBIT CARD AND ONLINE BANKING) UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

If you told us in advance to make a regular payment to a third party out of your account, you can stop any of these payments. Here's how: call North Shore Trust and Savings at 847-336-4430 to speak with the a Customer Service Representative, Monday – Friday 8:00am – 5:00pm, or write to us at North Shore Trust

and Savings, 700 S. Lewis Avenue Waukegan IL 60085 in time for us to receive your request at least three (3) business days or more before the payment is scheduled to be made. If you call, we also request receipt of the request in writing within 14 days of initial inquiry. We will charge our standard Checking account stop payment fee in effect at the time the stop payment has been placed. Refer to our separate fee schedule for the amount we will charge you for each stop payment order you place. **The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled and we fail to do so, we will be liable for your losses or damages.

If these regular payments may vary in amount, the person you are going to pay should tell you, ten (10) days before each payment, when it will be made or how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside a certain limit. You may set these certain amounts or limits at any amount you desire.

Liability for Failure to Make Online Transfers or Payments

If we do not complete a transfer to or from your account or a payment on time or in the correct amount according to your instructions and in accordance with this Agreement and Disclosure, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable in the following situations:

- Any other specific exceptions stated in our agreement with you and listed below;
- If, through no fault of ours, you do not have enough money in your account to make the transfer or payment;
- If the transfer or payment will exceed your available balance;
- If the system was not working properly and you knew about the break-down when you started the transfer or payment;
- If circumstances beyond our control (such as fire and flood) prevent the transfer or payment, despite reasonable pre- cautions that we have taken;
- If the funds are subject to legal process or other encumbrance restricting such transfer or payment;
- If the transfer was attempted against a passbook type of account;
- If we have a reasonable basis for believing that an unauthorized use of your User ID and/or Password, or designated account have occurred or may be occurring or if you default under any agreement with us or if you or the Bank terminates this Agreement;
- The payee does not process a payment correctly or in a timely manner;
- If you negligently or intentionally share your user ID and password, or you do not report immediately any known theft of your user ID and/or password, leading to unauthorized access to accounts;
- If you leave your device unattended in the middle of a banking session and that results in unauthorized access to your account(s);
- If you do not sign-off after completing your banking session before visiting other Internet sites;
- If your input error is the cause of a problem;
- If there are postal delays that result in a payee not crediting your payment promptly;
- For direct, indirect, incidental, special, consequential, economic or other damages arising out of the use of North Shore Trust and Saving Online Banking, including the Bill Payment service;
- For loss, property damage or bodily injury, whether caused by the equipment, software, Bank, Internet browser or Internet access provider;
- There may be other exceptions stated in our other agreements with you.

If any of the circumstances listed immediately above occur, we will make a reasonable effort to take appropriate corrective action or to reprocess the transactions that may not have been completed or to correct transactions that have incorrectly been processed.

Documentation and Verification of Transfers and Payments

1. **Confirmation Numbers:** Upon completion of a transfer or bill payment using North Shore Trust and Savings Online Banking, you will be given a confirmation number. You should record this number, along with the payee, scheduled date and transaction amount in your checkbook register (or other permanent record), because this will help in resolving any problems that may occur. No printed receipts are issued through North Shore Trust and Savings Online or Mobile Banking.
2. **Periodic Account Statement:** You will get a monthly account statement from us for your checking, Money Market and Statement Savings accounts. Any transfers or bill payments conducted on the Internet through the Online or Mobile Banking service will appear on your account statement. For passbooks accounts, if the only possible electronic transfers to or from your account are preauthorized credits, we do not send periodic statements. You may bring your passbook to any convenient branch location and we will record any electronic deposits that were made since the last time your passbook was updated.

Notification of Unauthorized Transactions or a Lost or Stolen Access Device

Tell us AT ONCE if you believe your User ID and/or your Password has become known by an unauthorized person or someone has transferred money or made payments without your permission, immediately call North Shore Trust and Savings at 847-336-4430 to speak with a Customer Service Representative, Monday - Friday between the hours of 8:00am and 5:00pm, or write to us at North Shore Trust and Savings, 700 S. Lewis Ave Waukegan IL 60085. **Note: In order to minimize the risk of loss, we strongly suggest that you call us immediately and then confirm in writing.**

Unless you have been grossly negligent or have engaged in fraud, you can lose no more than \$50.00 if you fail to give us notice of your lost or stolen User Id and password is used without your permission

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS:

In case of errors or questions about your electronic transfers, including Direct Deposit, ATM transactions, Debit Card transactions, 24 Hour Telephone transactions, Online or Mobile transactions and /or pre-authorized payments, call North Shore Trust and Savings at 847-336-4430 to speak with a Customer Service Representative, Monday - Friday between the hours of 8:00am and 5:00pm, or write to us at North Shore Trust and Savings, 700 S. Lewis Ave Waukegan IL 60085, ATTN: Deposit Operations Department, promptly if you think your statement or receipt is wrong or if you need more information about a transfer listed in your statement or receipt. **We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to provide us with the following information:**

Provide us with:

- o your name and account number.
- o a description of the error or the transfer you think is incorrect and clearly explain why you believe it is an error or why you need more information.
- o the dollar amount of the suspected error.

If you notify us orally, we will require you to send us your complaint or question in writing within ten (10) business days following the date that you notified us. We will report to you the results of our investigation within ten (10) calendar days (5 business days for Debit card point of sale transactions) following the date you notified us. We will correct any error promptly. If we need more time, however,

we may take up to forty-five (45) calendar days to investigate your complaint or question following the date you notified us. If we decide to use more time to investigate, within ten (10) calendar days (5 business days for Debit card point of sale transactions) following the date you notified us, we will provisionally credit your account for the amount you think is in error so that you will have the use of the money during the time it takes to complete our investigation. If we do not receive your complaint or question in writing within ten (10) business days, we may not re-credit your account.

We will tell you the results within three 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, and we must make these available to you for inspection. For a reasonable fee covering our duplication costs, we will provide you with copies of any such documents which you request if your alleged error concerns a transfer to or from a third party (for example, a Social Security payment), our investigation may be limited to a review of our own records if we decide that there was no error, you may want to contact such third party to pursue the matter further.

Overdrawing Your Account

Your account may become overdrawn if items are presented for payment totaling more than the amount of funds in your account. Bill payments and scheduled transfers look at the available balance at the time the transaction is processed. Your available balance may not take into consideration checks you have written or Debit card transactions which have not yet posted to your account. If an overdraft in your account does occur, you will pay the full amount of the overdraft and associated fees to the Bank immediately upon request and the current fee for overdrafts. North Shore Trust and Savings offers several ways to limit the amount you pay in overdraft fees. You can apply for an Overdraft Line of Credit or establish an automatic Overdraft Sweep from another account. Contact a Customer Service Representative to learn more about these products.

Fees

Your deposit account(s) may be subject to certain minimum balance requirements to avoid monthly maintenance charges. For details, see the Truth in Savings disclosures given to you when you opened your account.

If you have an Overdraft Line of Credit, you will be assessed a Finance Charge on any cash advances made on your credit line as provided in your Overdraft Line of Credit Account Agreement you signed when you establishing your Overdraft Line of Credit. These charges are subject to change by us.

Automatic Overdraft Sweep transfers money from a designated account when your checking account falls below zero. Transfers are made in \$100 increments, up to the available balance of the designated account. There is a fee for each automatic transfer, and it is still possible that you may be overdraft if there is not enough available in the designated account to cover the deficiency in your checking account.

Please refer to the FEE Schedule for additional information about Online Banking, Overdraft and other fees that may apply to your account. You can always contact a Customer Service Representative for more details.

Notices

Written notice by you should be sent to North Shore Trust and Savings, 700 S. Lewis Ave Waukegan IL 60085 ATTN: Deposit Operations Department. Notices sent by us shall be deemed delivered once mailed by us to your last known address in our records.

Inactivity

If you do not use Online Banking (either account access, Bill Payment or the mobile application) for an extended period, we reserve the right to terminate your access to the and request that you re-register online to reactivate your access.

Electronic Communications

Internet email communication is not considered to be a secure form of communication. For bank account inquiries you agree to contact North Shore Trust and Savings electronically using only the secure messaging feature on the online banking system or our website www.northshoretrust.com.

You also agree that any communication from us to you regarding your online banking accounts including any disclosures or other information required to be delivered in writing under applicable law may be delivered to you in electronic form and that such electronic communication shall be in lieu of written communication. This includes electronic delivery of changes in terms notices affecting your use of online banking.

You may print a copy of such communications using the "print" function of your web browser software. All online banking disclosures can also be found under the Services tab. You may also request a paper copy at any time by contacting the Bank directly.

Third-Party Services

As an additional service, the North Shore Trust and Savings Online Banking services may occasionally provide links to web pages provided by third parties. When you access those web pages provided by third parties, you are leaving the Bank's secure website. Some of those pages may not be secure. Each of those websites will operate under its own privacy policy. You are solely responsible for reviewing the privacy policy on each website and providing only that information you believe it is appropriate to share with the provider of that website.

Our site may include promotional materials via links to web pages provided by third parties from whom you may purchase certain goods or services. You understand that we do not operate or control the products or services. The party providing each product or service is responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between you and those third parties. You agree that your use of any such service is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, AND MERCHANTABILITY OR NONINFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND OTHER SITES LINKED TO OUR SITE.

When possible, North Shore Trust will make every effort to notify you when you are leaving one of our secure pages with a pop up or some other type of warning message.

Disclosure of Information to Third Parties

To maintain your privacy, we will not disclose any information about you or your accounts to any person, or organization or agency except:

- For certain routine disclosures necessary for the completion of a transfer
- For verification of the condition and existence of your account for a credit bureau or merchant
- To persons authorized by law in the course of their official duties

- To our employees, auditors, service providers, attorneys or collection agents in the course of their duties
- Pursuant to a court order or lawful subpoena
- To a consumer reporting agency
- By your written authorization which shall automatically expire forty-five (45) days after our receipt of your authorization

If an unauthorized disclosure has been made, we must inform you of the details of the disclosure within a reasonable amount of time after we have discovered that an unauthorized disclosure has occurred.

Information Provided by You

You represent and warrant that all information you provide to us is accurate, complete, and current information for eligibility, application, registration, payment and all other purposes. If, at any time, any information you have provided us becomes inaccurate, you will promptly provide us the additional information necessary to make the information you previously provided true and complete in all material respects. You are responsible for all statements made and acts that occur through the use of your User ID and Password, and for all instructions entered through and under your User ID and Password.

Collections

If we initiate any legal action to collect money owed to us under this agreement, including any counterclaim, you agree to pay all our costs for such action, including any reasonable attorneys' fees. This provision does not apply to action in connection with any credit account. In such cases, the credit agreement will govern these costs.

Amendment & Termination

We have the right to modify or amend this Agreement as allowed by law. Any modifications or amendments by North Shore Trust and Savings shall be effective thirty (30) days after the Bank sends notice of the amendments to you. Either of us may terminate this Agreement at any time by giving written notice to the other, but the termination of this Agreement does not terminate your account(s) with North Shore Trust and Savings. Closing the account(s) which you access Online Banking with terminates this Agreement simultaneously. The Bank may also cancel your privilege to use the Online Banking service, even without telling you in advance.

Miscellaneous

Your right to use the Online Services is not transferable. Any User ID, Password, or right given to you to obtain information, documents, or services is not transferable.

You are responsible for compliance with applicable Federal, State, and local laws and regulations.

You agree not to process transactions that are restricted under the Unlawful Internet Gambling Enforcement (UIGEA). Internet Gambling transactions are prohibited and should not be processed through any accounts.

**By clicking "I Agree" below
you agree to the terms and conditions set forth in the above agreement.**

**If you do not agree or acknowledge all of the above, click "I Don't Agree" and you will
automatically cancel out of the BANK NAME Online registration.**