

# E-Banking Agreement Disclosures and Service Agreements

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## Devon Connect

Welcome to Devon Connect!

This Online Agreement and Disclosure between you and Devon Bank governs the use of Devon Connect. Devon Connect permits Devon Bank customers to perform a number of banking functions on accounts linked to Devon Connect through the use of a personal computer. This Agreement also contains the terms and conditions governing Devon Connect.

Devon Connect includes the ability to:

1. Transfer funds between your linked Devon Bank accounts, including payments to a linked installment loan, mortgage loan or home equity line of credit (HELOC).
2. View current balance information for your linked Devon Bank accounts.
3. Review transaction history for your linked accounts.
4. Perform account maintenance such as re-ordering checks, ordering copies of paid checks, requesting copies of monthly statements, changing address and phone, and reset your Devon Connect password.
5. Send us secure online mail messages and questions regarding your Devon Connect Service.
6. Pay bills online using the Online Bill Pay Service or Picture Pay Service
7. Transfer funds between your linked Devon Bank accounts and an external account at another Financial Institution

8. Transfer funds person to person
9. Opt-In for E-statements

*Some of the above services may not be available for certain accounts or customers.*

If you use, or continue to use for those previously registered, Devon Connect, your use indicates your consent to these terms. You may print a copy of this Agreement for your records now, or you can refer to this document in the Regulatory Menu section under Terms of Use later at your convenience.

#### Security & Protecting Your Account:

Devon Bank is strongly committed to protecting the security and confidentiality of our customer account information. Devon Bank uses state-of-the-art technology in the ongoing development of its online service to provide this security. We use several different methods to protect your account information:

1. You can only use Devon Connect with certain browsers that have a high security standard. The browser you use plays an important role in providing security for all your online transactions. The browsers we support all provide you with a level of security the industry considers sufficient to protect your online transactions.
2. Your account numbers are not displayed in full - only the last 4 digits can be viewed.
3. You must have a valid User ID and Password to logon.
4. If no action is taken for 15 minutes, you will be automatically logged off Devon Connect.

#### Your Responsibility

##### **You agree:**

1. Not to give out your identifying information such as your password to any other person. The Bank may rely on your User ID to identify you when providing banking services to you. Keep your password secure and strictly confidential. No Devon Bank employee, nor any company affiliated with Devon Bank, will contact you via e-mail or phone requesting your online ID or password. If you are contacted by anyone requesting this information, do not give it out, and please contact us immediately.
2. Never to leave your account information displayed in an area visible by others.
3. Never to leave your PC unattended while using Devon Connect.
4. To always exit the system by clicking on Log out after using Devon Connect.
5. To notify us at 847-947-3901 immediately if you suspect that your User ID or Password has become known to any unauthorized person.

#### Devon Connect E-mail Communications

Electronic messages sent and received via Devon Connect (i.e., once your User ID and Password have been accepted by Devon Bank and your browser shows that a secure connection has been established) are encrypted. Communications sent over the public Internet are not necessarily secure. Therefore, we will not send, and we strongly suggest that you do not send, any confidential account information unless using the electronic communication options provided in our Messaging section of Devon Connect.

You agree that we may take a reasonable time to act on any e-mail. Correspondence that requires expeditious handling should be made by calling the Bank. For example, if you need to report an unauthorized transaction from one of your accounts, or if you need to immediately stop payment on a check you have issued.

You agree that Devon Bank may send you electronic messages about other products or services we offer.

## Devon Connect Funds Transfer Provisions

As a Devon Connect customer, you can make immediate transfers between your Devon Bank deposit accounts. All such transfers are subject to the terms of these Devon Connect Funds Transfer Provisions (the "Transfer Provisions").

You can also use Devon Connect to transfer funds between certain line of credit accounts and your deposit accounts or from a Devon Bank account to a personal account at an external financial institution. Transfers are not permitted from one line of credit account to another line of credit account.

### **By using the Funds Transfer Service, you agree to these Transfer Provisions.**

#### **1. General Information.**

- a. **Meaning of Terms.** As used in the Transfer Provisions, the following words have the meanings given below.
  - i. "You" and "your(s)" refer to each person who applies to use Devon Connect, and each person who uses Devon Connect with the permission of an applicant.
  - ii. "Business" means any corporation, partnership, limited liability company, sole proprietorship or any other type of entity maintaining a deposit account for commercial purposes.
  - iii. "We," "us," "our(s)," "Devon Bank" or "Bank" refer to the Devon Bank depository institution (such as Devon Bank) that holds an account that is accessed by Devon Connect.
  - iv. "Business Day" means Monday through Friday, except banking holidays.

- b. **Which Sections of These Provisions Apply to Consumer and Business Customers?**

When using Devon Connect in connection with accounts established primarily for personal, family, or household purposes ("consumer" or "personal" accounts), Sections 1 and 2, (but not section 3) of these Transfer Provisions apply to you. When using Devon Connect in connection with accounts established primarily for business purposes, Sections 1, 2 and 3 of these Transfer Provisions apply to you.

- c. **Authorization to Charge Accounts.** You are responsible for all transfers you or your authorized representatives' make using Devon Connect. You authorize us to debit your designated account(s) for any transactions accomplished through the use of Devon Connect (including the transfer of funds from another deposit account or overdraft line of credit that provides overdraft protection, if you have one of those services in effect). You agree that we may comply with transfer instructions entered by any one person using an authorized User ID and Password, notwithstanding any provision that may be contained in other account documentation purporting to require more than one signature to withdraw funds from the account.

If you permit another person to use Devon Connect or give them your User ID or Password, you are responsible for transfers, payments or advances that person makes from the deposit and credit accounts linked to your Devon Connect even if that person exceeds your authorization.

- d. **Exclusion of Securities or Commodities Purchases.** To the extent applicable, these Transfer Provisions do not apply to any transfer of funds, the primary purpose

of which is the purchase or sale of securities or commodities in or through a Money Market Account.

- e. **Schedule of Fees for the Funds Transfer Service.** Fees applicable to the funds transfer service are disclosed under 'Charges and Fees' below.

## **2. Funds Transfer Service Particulars.**

- a. **Types of Transfers; Posting.** You can transfer funds between your Checking and Savings accounts using Devon Connect, and between your deposit accounts and any of your linked Money Market Accounts. (For more information on transfers from a Money Market Account, please see the section below titled Restrictions on Transfers from Savings/Money Market Accounts.). We also allow you to transfer funds from your Devon Bank account to a personal account at an external financial institution. All such transfers are initiated when you complete the transaction online.

You can also transfer funds between your deposit accounts and certain line of credit accounts using Devon Connect. You cannot transfer funds between multiple line of credit accounts using Devon Connect.

- b. **Limits on Transactions.** For internal transfers, the maximum dollar limit on any transfer equal to the available balance in your account plus the available balance or credit balance in any other account or line of credit attached to the deposit account to provide overdraft protection. Internal transfer include any account serviced by Devon Bank.
  - i. Picture pay services, the maximum dollar limit is \$9,999.99 per day.
  - ii. Account to Account (A2A) services, External Transfers, transaction limitation are as follows:
    - Per Transaction—The minimum transaction amount is \$25, and the maximum transaction amount is \$1,000.
    - Daily—The maximum number of transaction per days is 3. The maximum daily limit is \$2,000.
    - Weekly— The maximum number of transaction per week is 5. The maximum weekly limit is \$3,000.
  - iii. Person to Person (P2P) services, Pay a Friend, transaction limitation are as follows:
    - Per Transaction—The minimum transaction amount for sending is \$25. The minimum transaction amount for receiving is \$10. The maximum transaction amount to send or receive is \$1,000.
    - Daily—The maximum number of transaction per days is 3 for sending and 10 for receiving. The maximum daily limit is \$2,000 for sending and \$1,000 for receiving.
    - Weekly—There are no limits on the number of transaction sent or received per week. The maximum weekly limit for sending and receiving is \$3,000.
- c. **Availability.** Funds must be available in the account from which you wish to transfer funds on the date you enter the transaction.
- d. **Restrictions on Transfers from Savings and Money Market Accounts.**
  - i. **Transfers and Withdrawals.** If your Account is a savings or money market deposit account, you may make no more than six (6) transfers and/or withdrawals

during any one (1) calendar month or statement cycle (the period from one statement to the next) or similar period of at least four weeks, to another of your accounts with us or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission via online/mobile/text banking) agreement, order or instruction or by check, draft, debit card, or similar order made by you and payable to third parties, as applicable. A "preauthorized transfer" includes any arrangement by us to pay a third party from your account upon written or oral instruction (including an order received through an automated clearing house (ACH) or any arrangement by us to pay a third party from your account at a predetermined time or on a fixed schedule.)

- ii. **Excess Transactions.** If you have more than the allowable preauthorized transfers or preauthorized checks or drafts (for money market accounts) in any one period, your Account may be subject to closure by us and the funds placed in another account that you are eligible to maintain, or we may take away the transfer and draft capabilities of the account. In addition to the above preauthorized transfers, you may make unlimited withdrawals (payments directly to you or transfers of funds from your Account to any of your other deposit accounts or loan accounts with us), either in person at our locations, by mail, messenger, telephone (via check mailed to you), or use of an ATM card (if applicable). If your transactions exceed the limit, we will charge you a fee for each such transaction in excess of the legal limit.
  
- e. **Insufficient Funds to Complete Transfer.** If your account does not have sufficient funds to complete a transfer as of the date the transfer is scheduled to be made, the transfer may not be completed, but if we do complete the transfer as an accommodation to you, you are responsible for any overdraft created.
  
- f. **Correcting or Canceling Your Transfer.** You cannot cancel your transfer after it has been entered in Devon Connect and the information has been transmitted to us. You can correct information about a transfer before you send us the information, and you can use Devon Connect to reverse a transaction after it has been entered.
  
- g. **Documentation and Verification of Transfers.** The date and amount of transfers made through Devon Connect will be shown on the Transaction History screen of Devon Connect, and will also be shown on your printed statements for the accounts from which and to which the transfer is made.
  
- h. **Address and Telephone Number for Notification of Unauthorized Use.** If you believe your User ID or Password has become known by an unauthorized person, or that someone has transferred money without your permission, call Devon Bank immediately at: 847-947-3901, or write to: Devon Bank, 950 Milwaukee Avenue, Glenview, IL. 60025 Attn: E-Banking Dept. If you suspect that an unauthorized transfer may have occurred, we may require you to sign a written confirmation.

Also contact us with any other questions or problems that you may have regarding Devon Connect, including:

- You have a problem with a transfer you authorized, or your statement reflects a transfer you think is in error.

- You need to obtain documentation concerning a transfer previously issued from your account. (There may be a fee for these requests, as disclosed in the Schedule of Fees at the end of this Agreement).

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 2 business days after you learn of the loss or theft of your User ID and/or Password, you can lose no more than \$50 if someone used your User ID and/or Password without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your User ID and/or Password, and we can prove we could have stopped someone from using your User ID and/or Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 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.

- i. **Disclosure of Account Information.** We may disclose information to third parties about your account or the payments or transfers you make:
  1. When necessary for verifying or completing payments or transfers, or to resolve a problem related to a payment or transfer;
  2. To verify the existence and status of your account for a third party such as a credit bureau or merchant;
  3. In order to comply with government agency or court orders;
  4. At the Bank's discretion, to any of our subsidiaries or affiliates;
  5. If you give us your written permission (including by electronic message) permission: or
  6. As otherwise permitted or required in the Bank's Deposit Agreement and Disclosures, privacy policy, or other applicable agreements, or by law or government regulations.
  7. Where it is necessary for activating additional services.
- j. **Restrictions on Transfers from Fresh Start Checking Accounts.** The following options are not allowed for this account type: Bill Pay, Picture Pay, and DPX payments. DPX refers to any external transfer generated through Devon Connect to either your account at another financial institution or a transfer externally to another individual. Devon Connect enrollment at the time of account opening is required. Your Fresh Start account may be closed if your Devon Connect is closed for inactivity. While your Fresh Start account is open, any additional Devon Bank accounts under your ownership will be subject to the same restrictions above.
- k. **Limitation of Bank's Liability.** If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount which is less than the amount per your instructions, unless otherwise required by law our liability shall be limited to interest on the amount which we failed to timely

pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event shall we be liable to both parties, and our payment to either party shall fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability shall be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360-day year.

Unless otherwise required by law, in no event will the Bank be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages.

#### I. **Charges and Fees**

Customer service requests for which you may be charged by Devon Bank include: ordering copies of checks, copies of statements or other requests made through the 'Send a Request' option. These service requests are subject to Devon Bank's normal service charges that were disclosed at account opening and in any subsequent editions of or amendments to your Schedule of Fees brochure. Please refer to the latest version of your Schedule of Fees & Disclosure document and any applicable amendments.

Transfers of funds using Devon Connect are free except as follows:

If any request to transfer funds via A2A service fails, you will incur a fee of \$25.

If you have a Money Market Account or a Savings account, the number of transactions that you are allowed during a monthly statement cycle is limited. Transfers through Devon Connect are counted, and if you exceed the total number of authorized transactions for those accounts, your account will be charged as stated below. If a transfer from a deposit account draws funds from an overdraft line of credit, or you directly make a transfer from your line of credit, you may be charged a fee for each advance, as stated in your line of credit agreement. On Money Market Savings accounts, the numbers of transfers that you are allowed during a monthly statement cycle are limited. Transfers through Devon Connect are included, and if you exceed the total number of authorized transactions for these accounts, your account may be charged an excessive activity fee. The fees are as follows:

Excessive transfers or withdrawals will be charged \$20.00 that exceed the account limits. Repeat offenses will result in converting your account to checking account.

You should note that depending on how you access Devon Connect, you might incur charges for:

- Normal account fees and service charges.

- Any Internet service provider fees.

m. **Errors and Questions:**

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

- Telephone us at (773/847) 465-2500 during customer service hours.
- Write us at: Devon Bank; 6445 N Western Ave, Chicago IL 60645

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

- a. Tell us your name and Service account number;
- b. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- c. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

**3. Miscellaneous Provisions Related Agreements**

Your Devon Bank accounts linked to Devon Connect continue to be governed by the following Devon Bank agreements and documents, as they are amended from time to time:

- a. Deposit Agreement and Disclosures.
- b. The applicable Fee Schedule.
- c. The applicable Miscellaneous Fees for Personal, and, for Money Market Accounts, your Money Market Account Customer Agreement.
- d. If you have overdraft protection that are used by Devon Connect, they continue to be governed by the applicable agreements you have with Devon Bank. If any inconsistency exists between such other documentation and this Agreement, then this Agreement shall control to the extent of the inconsistency.

**4. Our Ability To Terminate Services**

You are responsible for complying with all the terms of this Agreement and with the terms of the agreements governing the accounts to or from which transfers are made using Devon Connect. We can terminate your electronic banking privileges under this Agreement without notice to you if you do not pay any fee when due, or if you do not comply with any agreement governing your accounts, or if any such account is not maintained in good standing.



We can also terminate your Devon Connect if we believe that an actual or potential unauthorized use of your User ID, Password or account may be occurring, or if your use of Devon Connect is impairing the ability to provide Devon Connect to others.

Devon Bank reserves the right to terminate your use of Devon Connect or any portion of it in its sole discretion, without notice and without limitation, except as may be required by law.

**5. Amendment**

We can amend this Agreement upon notice to you, which you agree may be sent by e-mail. Any notice will be effective not later than ten (10) days after we send the notice (unless a law or regulation requires a longer notice period), whether or not you have retrieved the notice by that time.

**6. New Services**

We may, from time to time, introduce new services that are part of Devon Connect. We will update this Agreement to notify you of these new services. By using Devon Connect after those new services become available, you agree to be bound by the terms contained in the revised agreement.

**7. Virus Protection**

You agree that Devon Bank is not responsible for any electronic virus that you may encounter using Devon Connect. We encourage you to routinely scan your PC and storage devices using any reliable virus protection product to detect and remove any viruses found. Undetected or un-repaired, a virus may corrupt and destroy your programs, files and even your hardware.

**8. Our Liability**

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that Devon Bank, Devon Bancorp., nor any of its subsidiaries or affiliates, officers, directors or employees (collectively, "Devon Bank") nor any third party service providers engaged by Devon Bank to perform any of the services connected with Devon Connect shall be responsible for any damages, loss, property damage or bodily injury, incurred as a result of your using or attempting to use the Devon Connect Service, whether caused by the equipment, software, Internet browser providers such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Internet Explorer browser), Internet access providers or on-line service providers or an agent or subcontractor of any of the foregoing. Nor shall Devon Bank or any third party service providers engaged by Devon Bank be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, Devon Connect or Internet browser or User software, or from the unavailability of Devon Connect or for any errors in information provided through Devon Connect.

**9. Your Agreement to These Terms and Conditions**

Your registration for Devon Connect and your continued use of Devon Connect confirms (1) your agreement to be bound by all the terms and conditions of this Agreement; and (2) your acknowledgment that you received and understand the terms of this Agreement.

**10. Service Hours**

Devon Connect services are available 365 days a year and 24 hours a day, except during system maintenance and upgrades. When this occurs, a message will be displayed online when you sign on to Devon Connect.

**Our e-banking group is available during regular business hours which are as follows: Monday through Friday 9am-5pm CST excluding bank holidays.**

Although Devon Bank will attempt to maintain availability of the Devon Connect during the Service Hours, Devon Bank does not warrant that Devon Connect will be available at any particular time, or that you will be able to access Devon Connect when it is operating. There may be times when Devon Connect cannot be accessed for reasons beyond the reasonable control of Devon Bank.

**11. Disputes**

In the event of a dispute arising under or relating in any way to this Agreement or to the Online Service provided under this Agreement, you and we agree to resolve this dispute by looking to 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. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CHOICE LAW PROVISIONS. ANY DISPUTE BROUGHT PURSUANT TO THIS AGREEMENT WILL BE BROUGHT IN STATE OR FEDERAL COURTS LOCATED IN COOK COUNTY, ILLINOIS. IN THE EVENT OF A DISPUTE, BOTH PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION BROUGHT BY EITHER PARTY AGAINST THE OTHER.

**12. Cancellation:**

Your Devon Connect services remain in effect until they are terminated by you or Devon Bank. You may cancel your service at any time by notifying us of your intent to cancel in writing to Devon Bank Attn: eBanking 950 Milwaukee Ave. Glenview, IL. 60025 or through Devon Connect secure messaging. This cancellation terminates your Devon Connect services; however, it does not terminate your Devon Bank accounts.

We may terminate your participation in Devon Connect services, in whole or part, at any time for any reason without prior notice, including but not limited to, non-usage of Devon Connect for a period of twelve (12) months or greater. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.

**13. Additional Charges for Customer requested Services and Other Items:**

There will be NO Charge for any item if needed to correct a Financial Institution error.

- Return Check due to Subscriber Error \$ 5.00
- Stop Payment \$ 30.00 per item
- Return ACH items due to Subscriber or Bank Error \$ 10.00
- Overnight Carrier Delivery Charge per item \$ 15.00
- Special/Custom Report Charge \$ 25.00
- Research Fee is \$30.00 per hour and \$2.00 per copy with a \$15.00 minimum
- Expedited Payment - Same Day Electronic \$ 30.00
- Expedited Payment – Overnight Check \$30.00

Devon Bank reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Some Bill payments are processed by Electronic Fund Transfers (EFT).

**14. Responsibility**

Neither Institution nor its suppliers will be liable for any transaction if: (i) you do not have

enough money in your account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with Devon Connect or On-line Financial Services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Devon Connect or On-line Financial Services; (ix) you knew that Devon Connect and/or the On-line Financial Services were not operating properly at the time you initiated the transaction or payment; (x) there is postal delay; or (xi) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

#### **15. Electronic Mail (E-mail)**

E-mail sent via your own software is not secure. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail to Institution. You cannot use e-mail to initiate On-line Financial Service transactions. All such transactions must be initiated using the appropriate functions within the Devon Connect site. Institution will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

#### **16. Links to other Sites**

Information that Institution publishes on the World Wide Web may contain links to other sites and third parties may establish links to Institution's site. Institution makes no representations about any other web site that you may access to, from or through this site. Unless expressly stated in writing, Institution does not endorse the products or services offered by any company or person linked to this site nor is Institution responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

#### **17. Virus Protection**

Institution is not responsible for any electronic virus that you may encounter using the On-line Fund Services. We encourage you to routinely scan your computer and diskettes using reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

#### **18. Damages and Warranties**

In addition to the terms previously disclosed, Institution is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Devon Connect or the use of, or inability to use, the On-line Financial Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Institution or one of its suppliers. In addition, Institution disclaims any responsibility for any electronic virus (es) Customer may encounter after installation of such software or use of Devon Connect or the On-line Financial Services. Without limiting the foregoing, neither Institution nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. Institution and its suppliers provide Devon Connect and the On-line

Financial Services from their own sites and they make no representation or warranty that any information, material or functions included in Devon Connect or the On-line Financial Services are appropriate for use by you in your jurisdiction. If you choose to use Devon Connect and/or the On-line Financial Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Institution nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Devon Connect, the On-line Financial Services, or contained in any third party sites linked to or from Institution's web site. INSTITUTION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF DEVON CONNECT, ON-LINE FINANCIAL SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. INSTITUTION DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OR ALWAYS-AVAILABLE OPERATION.

**19. Indemnification**

Customer shall indemnify, defend and hold harmless Institution and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Customer's negligence; (ii) Customer's failure to comply with applicable law; or (iii) Customer's failure to comply with the terms of this Agreement.

**20. Additional Remedies**

Due to the likelihood of irreparable injury, Institution shall be entitled to an injunction prohibiting any breach of this Agreement by Customer.

**21. Termination and Changes in Terms**

Institution reserves the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, we will notify you by: 1) electronic mail; 2) physical mail at the address shown in our records; and/or 3) update of our web site.

**22. Applicable Rules, Laws, and Regulations**

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Illinois, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Chicago, IL., U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

**23. Assignment**

Institution may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

**24. Integration**

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and Institution.

**25. Severability**

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the Institution, this Agreement will control.

**26. Waiver**

Institution shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by

Institution of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

## **27. Force Majeure**

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

## **28. Construction**

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

## Welcome to E-Statements!

Thank you for your interest in electronic account statements from Devon Bank. This service is available to you at no cost. It will allow you to view your account statements for checking, savings, money market and certain types of loan accounts on a secure web site beginning from the day you enroll in Devon Bank E-Statements. The system will maintain historical statements up to 36 months for your viewing. As part of the registration process, please read the following Consent and Authorization disclosure and indicate your acceptance at the bottom.

### **Please read this notice carefully and print or retain a copy for your records. Consent and Authorization for Electronic Transmission of Regular Account Statements**

- System Requirements:** In order to receive statements in an electronic format from Devon Bank, you must be an enrolled user in Devon Bank's Devon Connect and have a functional Login ID and password. Additionally, you must maintain the following minimum computer hardware and software requirements: To receive and review statements electronically, and to view, download, and print E-Statements, you will need:
  - An Internet browser that supports 128-bit encryption, e.g. the latest versions of Internet Explorer, Firefox, Chrome or Safari.
  - An e-mail account and email software capable of reading and responding to email.
  - A personal computer, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted e-mail or by access to our web site using one of the browsers specified. Your access to this page verifies that your system/device meets these requirements.
  - Adobe Reader version 8.0 or higher. Windows versions of Adobe's Reader may be downloaded free of charge from [www.adobe.com](http://www.adobe.com). Your access to this page verifies that your system / device has the necessary software to permit you to receive and access PDF files.
  - If you do not plan to save the PDF files you will need a printer to retain a hard copy of the disclosures provided.
- How to Update Records:** You agree to maintain a valid, active email address. If your email address changes, please update it by logging in to Devon Connect. You may also contact Devon Bank at 847-947-3901 or visit any of Devon Bank's branch locations for

assistance. You will be responsible for maintaining an accurate e-mail address in which to receive the email notifications.

3. **How to Request Paper Copies:** You understand that periodic regular account statement will not be mailed to you, unless you specifically request it or we otherwise deem it appropriate to do so. We may charge you a reasonable service charge for the delivery of paper copies of any statement provided to you electronically pursuant to this authorization. Please contact us for more information about the fee. If there is more than one party on the account, notice to any one account holder will be effective for all. To request a paper copy of any periodic regular account statement, contact us by sending an Devon Connect secure message or by calling us at 847-947-3901. Upon request, paper copies will be mailed to you.
4. **Withdrawing Consent:** You may withdraw your consent to receive periodic regular account statement in electronic form by sending an Devon Connect secure message or by calling us 847-947-3901. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic periodic regular account statement. Any withdrawal of your consent to receive electronic periodic regular account statement will be effective only after we have a reasonable period of time to process your withdrawal. Upon termination you understand that you will no longer have access to your account statements online and that you will receive all account statements via postal mail service.

**Enroll Now** - and you consent to the following:

You agree to receive all correspondence for your account electronically. You also confirm that your computer or electronic device meets the specifications and requirements listed above and permits you to access and retain periodic regular account statement and notices electronically. You understand that you will receive a notification that these statements are available at our website via an email at the address that you provide. Devon Bank recognizes the security of your information and will not place any personally identifiable information in the email. The email notifications are also subject to the terms and conditions of your Internet Service Provider. You are the authorized signer of the Account indicated below. If the account number entered to access this consent and authorization is a joint account, you acknowledge that you are an account holder of the joint account. You acknowledge that this consent and authorization has been authorized by each of the joint account holders. All joint owners on the account are legally bound by the terms and conditions of this consent and Authorization. The delivery of these notices and/or statements may be delayed or prevented for many reasons, which may include Devon Bank technical difficulty or by factor(s) relating to your Internet Service Provider. We neither guarantee the delivery nor the accuracy of the contents of any email except at the originating time of the email.

Devon Bank will not be liable for losses or damages arising from (a) your utilization or dependence on the contents of any notice or statement for your account management purposes; (b) non-delivery; (c) delayed delivery; (d) wrong delivery of an email; (e) inaccurate content in an email at the originating time of the alert; (f) security associated with the information transmitted via email. Devon Bank reserves the right to change the terms and conditions of this consent and authorization. Devon Bank will notify you before the effective date of any change. Accessing E-Statements after you receive any notice of change will constitute your agreement to such change(s). Devon Bank reserves the right to discontinue the eStatements program at any time. By accepting the eStatement disclosure, you agree to the terms and conditions of this Consent and Authorization as described above.

Bill Payment

This is your bill paying agreement with Devon Bank. You may use Devon Bank's bill paying service, Bill Pay, to direct Devon Bank to make payments from your designated checking (account) to the Merchants you choose in accordance with this agreement. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures and other documents in effect from time to time governing your Account (the Account Rules).

"You" or "your" means each person who signs the bill paying enrollment form or is otherwise authorized to use the Service. "Merchant" means anyone, including Devon Bank, you designate and Devon Bank accepts as a payee.

### **1. How To Set Up Merchants/Payments:**

When you sign onto the bill pay system you will establish your list of Merchants by selecting the Add button on the Set up Accounts and Payee screen. You may add a new fixed payment for any Merchant but only if they are on your authorized list of payees. If the Merchant is not set up for electronic payments, the service will generate a paper check for payment. The check will carry your account number and will clear directly through your account. A unique check number will appear on your statement for easy recognition. Devon Bank reserves the right to refuse the designation of a Merchant for any reason.

Devon Bank is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant or if you attempt to pay a Merchant that is not on your Authorized Payee list.

### **2. The Bill Paying Process:**

Devon Bank will process variable payments on the business day (generally Monday through Friday, except holidays) you designate the bill is to be processed, provided the payment request is received prior to the cut-off time set by Devon Bank, which is currently 3:00 p.m. CST. Variable bill requests received after the business day cut off time or at any time on a non-business day will be processed on the next business day. Devon Bank reserves its right to change the cut-off time by giving you notice if it changes.

FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, YOU MUST SELECT THE OPTION OF "LAST BUSINESS DAY" FOR PROCESSING TO BE ALWAYS BE INITIATED ON THE LAST CALENDAR DAY OF THE MONTH. Otherwise, recurring payment requests will be processed on the dates you have designated, unless such date falls on a non-business day resulting in your payment being processed on the next business day.

YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE MERCHANT. (IT IS THE RESPONSIBILITY OF THE SUBSCRIBER TO SCHEDULE/ACTIVATE RECURRING PAYMENTS) Due to circumstances beyond our control, some Merchants take longer to post payments than others. We suggest sending your first payment eight (8) business days in advance of the Due Date. After your first payment has posted you will have a better understanding of how much time to allow for each Merchant.

You must select a Payment Date that is at least five (5) business days before the actual Due Date reflected on your Payee statement. If your actual Due Date falls on a non-business day you must select a Payment Date that is at least one business day before the actual Due Date. Payment Dates should be prior to any late date or grace period.

When you have scheduled a payment, you authorize Devon Bank to debit your Payment Account and remit funds on your behalf. You certify that your Payment Account is an account from which you are authorized to make payments and any payment you make

will be debited from this account. You also authorize the credit of returned payments from using the Bill Pay Service.

The Bill Pay Service will incur no liability and a Service Guarantee shall be void if the Bill Pay Service is unable to complete any payments initiated because of any of the following:

- a. You have not provided the Bill Pay Service with the correct payment account information, or the correct name, address, phone number, or account information for the Merchant upon initiation of the payment.
- b. Circumstances beyond the control of the Bill Pay Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Pay Service has taken reasonable precautions to avoid those circumstances.
- c. The payment-processing center is not working properly, and you know or have been advised by the Bill Pay Service about the malfunction before you execute the transaction.

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all Bill Payments requested, as well as, any other payment obligations you have to Devon Bank. Devon Bank reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and Devon Bank has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You further agree Devon Bank, at its option, may charge any of your accounts with Devon Bank to cover such payment obligations.

The Bill Pay Service reserves the right to select the method in which to remit funds on your behalf to your Merchant.

Any Bill Payment can be changed or canceled, provided you access the Service prior to the cut-off time on the business day prior to the business day the Bill Payment is going to be initiated.

### **3. Returned Payments:**

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

### **4. Liability:**

You are solely responsible for controlling the safekeeping of, and access to, your password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify Devon Bank and arrange to change your password. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. Devon Bank is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. Devon Bank is not liable for any failure to make a Bill Payment if you fail to promptly notify Devon Bank after you learn that you have not received credit from a Merchant for a Bill Payment. Devon Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Devon Bank's agent. In any event, Devon Bank will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if Devon Bank has knowledge of



the possibility of them. Devon Bank is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond Devon Bank's reasonable control.

5. **Amendment And Termination:**

Devon Bank has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on Devon Bank's records, by posting notice in branches of Devon Bank, or as otherwise permitted by law.

Devon Bank has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to Devon Bank.

In the event that you wish to cancel the Bill Payment service, you may have the ability to do so through the product, or you may contact customer service via one of the following.

- a. Telephone us at 1 (847/773) 465-2500 during customer service hours; and/or
- b. Write us at: Email us at: [ebanking@DevonBank.com](mailto:ebanking@DevonBank.com)

Devon Bank is not responsible for any fixed payment made before Devon Bank has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by Devon Bank on your behalf. Devon Bank may terminate or suspend the Bill Payment service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

6. **Fees:**

There is no fee for the use of the Bill Payment Service; however, you may be subject to NSF and/or Overdraft related fees.

## Picture Pay

1. **Service Definitions:**

"Service" means the Picture Pay Service offered by Devon Bank, through Allied Payment Network.

"Agreement" means these Terms and Conditions of the Picture Pay Service.

"Payee" is the person or entity to which you wish a Picture Pay to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a Picture Pay to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which Picture Pays will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

2. **Payment Delivery Type/ Expected Delivery:**

STANDARD ELECTRONIC	3 Business Day – We collect on day one and send the payment on day two for posting to creditor on day three (depending on the biller it's more like 2-3 days for posting).
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EXPEDITED ELECTRONIC	2 Business Day - We collect and send the payment on day one for posting on day two (depending on the biller it's more like 1-2 days for posting).
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SAME DAY ELECTRONIC	Same Day - This settlement is the same as the expedited but through billers that promise to post the payment on the same day.
STANDARD PAPER	5 Business Day - Paper payments are sent on day one the delivery date is dependent on how far away the payee is. Never more than 4 business days.
OVER NIGHT PAPER	1 Business Day - We send the payment the same day and the check reaches its destination the following day.

### **3. The Service Guarantee:**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees 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.

### **4. Payment Authorization and Payment Remittance:**

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service 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 Payee directives.

When the Service receives a Payment Instruction, you authorize the Service 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 Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best 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:

- a. 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;
- b. 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;
- c. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
- d. 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.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

### **5. Payment Methods:**

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

**6. 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, therefore a stop payment request must be submitted.

**8. Stop Payment Requests:**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

**9. Prohibited Payments:**

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

**10. 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 charges 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, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

**11. Exclusions of Warranties:**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**PASSWORD AND SECURITY:**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling (773/847) 465-2500 during customer service hours. Wording for Sponsors with e-mail contact only: you must notify the Service at once by using the application's e-messaging feature.

**12. Your Liability for Unauthorized Transfers:**

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

### **13. Errors and Questions:**

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

Telephone us at (773/847) 465-2500 during customer service hours;

Write us at: Devon Bank; 6445 N Western Ave, Chicago IL 60645

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

- a. Tell us your name and Service account number;
- b. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- c. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

### **14. Disclosure of Account Information to Third Parties:**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- a. Where it is necessary for completing transactions;
- b. Where it is necessary for activating additional services;
- c. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
- d. To a consumer reporting agency for research purposes only;
- e. In order to comply with a governmental agency or court orders; or,
- f. If you give us your written permission.

**15. Service Fees and Additional Charges:**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

**16. 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 will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

- a. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
- b. 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;
- c. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
- d. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
- e. The Service is authorized to report the facts concerning the return to any credit reporting agency.

**17. Alterations and Amendments:**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

**18. 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 Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

**19. Payee Limitation:**

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee

designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

**20. Returned Payments:**

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

**21. Information Authorization:**

Your enrollment in 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 Payee or your financial institution (for example, to resolve payment posting problems or for verification).

**22. Disputes:**

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

**23. Assignment:**

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**24. No Waiver:**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any 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.

**25. Captions:**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**26. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws provisions.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

## Text Banking

### **Terms of Use:**

1. Your use of the Text Banking Services constitutes your agreement to these terms and conditions. Devon Bank may, at any time, amend these conditions or modify these conditions, as well as, modify or cancel the Service or any of its features without notice. Additionally, you agree to the Terms and Conditions set forth by the Mobile Application Service.
2. Furthermore, you agree to use caution, act in good judgement, and make sound decisions while performing your banking needs via this Service.
3. You agree to provide Devon Bank with a valid cellular/mobile phone number. You agree that Devon Bank may send you text messages through your wireless provider.
4. Devon Bank does not charge for this Service; however, your wireless provider may impose fees and charges for this Service. You agree that you are responsible for these fees and charges associated with the text messages. Devon Bank will not be held liable for such fees.
5. You understand that the balances provided may not include recent or pending transactions that have yet to be posted to your account and other possible restrictions may apply.
6. You agree to notify Devon Bank immediately when there are any changes to your registered Device. In the event of unauthorized transactions or access to your Device and/or Service, you agree to cancel enrollment immediately. You are responsible for maintaining the security of your Device.
7. You agree to indemnify, defend, and hold Devon Bank harmless from any third-party claims, liability, damages, or costs arising from your use of the Service or from you providing Devon Bank with a phone number that is not your own.
8. You agree that Devon Bank will not be held liable for failed, delayed, or misdirected delivery of, any information sent through the Service; any errors in such information; any action you may or may not take in reliance on the information or Service; or any disclosure of account information to third parties resulting from your use of the Service. Devon Bank will not be liable to you for special, indirect, or consequential damages.
9. You understand the limitations of this Service. This Service is limited to account balances, transfers between internal accounts, and recent transactions (limited to the last 3). You understand your periodic statement should be reviewed on a monthly basis and is considered your official record of your account.
10. Should you have any questions, you may contact Devon Bank at any time at 773-465-2500, or from your mobile phone by sending a text message with the word, "HELP" to 59217.
11. Text Banking commands are as follows:
  - a. Text the word BAL to receive all Balances on your accounts established for the Service
  - b. Text the word HIST to receive Transaction History on your accounts established for the Service
  - c. Text the word TRAN and specified dollar amount (amount) to Transfer funds; example TRAN 1.00
  - d. Text the word HELP to receive information on Text Banking Commands
  - e. Text the word STOP to opt out of the Service via SMS text message. You may send a text message with the word, "STOP" to 59217.

## Mobile Banking

### **Introduction**

Devon Bank endeavors to provide you with the highest quality Mobile Banking (the "Service")

available. By enrolling in Devon Connect, you are automatically enrolled for mobile banking and thus you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement").

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by Law.

### **Definitions**

As used in this Agreement and Mobile Banking services, the following words have the meanings given below:

"Account(s)" means your eligible Devon Bank checking, savings, loan, certificate of deposit or safe deposit box information and other Devon Bank products that can be accessed through Mobile Banking.

"Agreement" means this Devon Connect and Mobile Banking Agreement.

"Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. **Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.**

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

"Devon Connect" means the banking services accessible from a computer using a secure login and password.

"You" and "Your(s)," mean each person with authorized access to your Account(s) who applies and uses the Mobile Banking service.

"We," "Us," and "Bank" means Devon Bank.

"Website" means Devon Bank's website: <http://www.DevonBank.com>

### **Mobile Banking Service**

Description of Service. Mobile Banking is offered as a convenience and supplemental service to our Devon Connect services. It is not intended to replace access to Devon Connect from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Devon Bank account information, make payments to payees, transfer funds and conduct other banking transactions. To utilize the Mobile Banking Service, you must be enrolled to use Devon Connect and then activate your Device within the Devon Connect system. Information about Devon Bank's Mobile Banking service is available on our website at [www.DevonBank.com](http://www.DevonBank.com).

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. Devon Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

Business Days are Monday-Friday, excluding Federal Holidays.

We will abide with the Devon Bank Privacy Policy in all transactions with you.



Use of Service. In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

Other Agreements. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this Service is also subject to the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

### **Permitted Mobile Banking Transfers**

You may use the Service to transfer funds between your eligible Devon Bank accounts ("Internal Transfer"). You may also transfer to or from an account at another financial institution using Online or Mobile Banking.

If you submit your transfer request prior to the deadline established by us for Mobile Banking transfer service, you will initiate an immediate Internal Transfer via Mobile Banking. Transfer transaction requests received after 6:30 p.m. CST on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day.

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection (if applicable). We may process transfers that exceed your available balance at our sole discretion. If we process the transfer you agree to cover any overdraft amount plus any applicable fees.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures. You may be subject to fees or account conversion if you exceed the transactions limits of your Account using Mobile Banking or any other methods outlined in your Deposit Account Agreement and Disclosures.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

You will review the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

## **Restrictions on Transfers from Fresh Start Checking Accounts**

The following options are not allowed for this account type: Bill Pay, Picture Pay, and DPX payments. DPX refers to any external transfer generated through Devon Connect to either your account at another financial institution or a transfer externally to another individual. Devon Connect enrollment at the time of account opening is required. Your Fresh Start account may be closed if your Devon Connect is closed for inactivity. While your Fresh Start account is open, any additional Devon Bank accounts under your ownership will be subject to the same restrictions above.

## **Your Responsibilities**

You represent and agree to the following by enrolling for Mobile Banking or by using the Service:

Account Ownership/Accurate Information. You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile

Banking or resell, lease, rent or distribute access to Mobile Banking.

Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Devon Bank its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

Errors. In Case of Errors or Questions About Your Electronic Transfers Telephone us at (773) 465-2500, or write us at Devon Bank, Attn: Personal Banking Department, 6445 N. Western Ave., Chicago, IL 60645-5494 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.

- 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 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.

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 error involves a new account. For errors involving new accounts, point of sale debit card transaction, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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.

Termination. Devon Bank reserves the right to terminate Online, Mobile or Text Banking, whole or in part at any time with or without a cause and without prior written notice as allowed by Law. In the event you provide a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers previously authorized, but not made. We also reserve the right to suspend the Service either temporarily or permanently in situations deemed appropriate in our sole and absolute discretion including if a security breach has been attempted or has occurred. We may consider repeated incorrect attempts to enter your username or password as an indication of an attempted security breach. Termination of the Service does not affect your obligations under this Agreement in respect to occurrences before termination.

## Mobile Capture

In this Disclosure and Agreement, the words "I," "me," "my," "us" and "our" mean the (consumer or business) that applied for and/or uses the Mobile Remote Deposit Capture Services (the "Services") described in this Disclosure and Agreement. The words "you," "your," and "yours" mean Devon Bank.

Other agreements you have entered into with Devon Bank, including the Deposit Account Agreement and Disclosure governing your Devon Bank account, are incorporated by reference and made a part of this Agreement.

1. **Services.** The mobile remote deposit capture services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to Devon Bank's designated processor. There is currently no charge for the Services.
2. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, Devon Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.
3. **Limitations of Service.** When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.
4. **Eligible items.** You agree to scan and deposit only checks payable to you. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:  
**Unacceptable Deposits.** I understand and agree that I am not permitted to deposit the following items using the Services:
  - a.
    1. Any item that is stamped with a "non-negotiable" watermark.
    - b. Any item that contains evidence of alteration to the information on the check or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
    - c. Any item issued by a financial institution in a foreign country.
    - d. Any item that is incomplete.
    - e. Any item that is "stale dated" or "postdated." ie; Checks or items dated more than 6 months prior to or post-dated after the date of deposit.
    - f. Any third party check, i.e., any item that is made payable to another party and then endorsed to me by such party.
    - g. Savings Bonds
    - h. Checks or items previously converted to a substitute check, as defined in Reg CC.
    - i. Checks or items that are remotely created checks, as defined in Reg CC.
    - j. Checks or items not payable in United States currency.
5. **Image Quality.** The captured image of the check transmitted to Devon Bank using the Services must accurately and legibly provide, among other things, the following information:

(1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and

(2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

The image quality for the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Devon Bank reserves the right to reject any check image that is not clear, skewed, or that is suspicious in any manner.

6. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as "For Devon Bank mobile deposit only" after your endorsement and account number. You agree to follow any and all other procedures and instructions for use of the Services as Devon Bank may establish from time to time.
7. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Devon Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
8. **Funds Availability.** With regard to the availability of deposits made using the Services, the funds from my deposits will be made available to me on the first business day after the day of the deposit. In some cases, you will not make all of the funds that I deposit available to me on the first business day after the day of my deposit. Depending on the type of check that I deposit, funds may not be available until the second business day after the day of my deposit. The first \$225 of my deposit, however, may be available on the first business day after the day of my deposit. Additional delays may occur on a case-by-case basis. For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and Federal Holidays. If you need the funds from a deposit made available sooner than provided under the Service, right away, please contact us or visit us at one of our Service Center locations to discuss additional options that may be available to you.
9. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from Devon Bank that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item to ensure that it is not represented for payment. And, you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Devon Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Devon Bank's audit purposes. Items deposits should be maintained by you for at least 30 days.
10. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time. Currently we allow you to deposit no more than \$2500.00 per day and no more than \$10,000.00 per month.
11. **Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible mobile devices. See [www.DevonBank.com](http://www.DevonBank.com) for current list of supported mobile devices.
12. **Errors.** You agree to notify Devon Bank of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable Devon Bank account statement is sent. Unless you notify Devon Bank within 60 days, such

statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Devon Bank for such alleged error.

13. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Devon Bank's sole discretion subject to the Deposit Account Agreement and Disclosures governing your account.
14. **Ownership & License.** You agree that Devon Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Devon Bank's business interest, or (iii) to Devon Bank's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.
15. **DISCLAIMER OF WARRANTIES.** You agree your use of the services and all information and content (including that of third parties) is at your risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind as to the use of the services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the services (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the service will be accurate or reliable, and (iv) any errors in the services or technology will be corrected.
16. **LIMITATION OF LIABILITY.** You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data or other losses resulting from the use or the inability to use the services incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of this services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Devon Bank has been informed of the possibility thereof.
17. **User warranties and indemnification.** You warrant to DEVON BANK that:
  - a. You will only transmit eligible items.
  - b. Images will meet the image quality standards.
  - c. You will not transmit duplicate items.
  - d. You will not deposit or re-present the original item.
  - e. All information you provide to Devon Bank is accurate and true.
  - f. You will comply with this Agreement and all applicable rules, laws and regulations. You agree to indemnify and hold harmless DEVON BANK from any loss for breach of this warranty provision.
18. **Other terms.** You may not assign this Agreement. This Agreement is entered into in Chicago, Illinois, and shall be governed by the laws of the State of Illinois and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

**Rejection of Deposit.** You are liable for any service or late charges levied against you due to your rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

**Items Returned Unpaid.** A notice will be sent to you of transactions you are unable to process because of returned items. With respect to any item that you transmit to Devon Bank for remote deposit that is credited to my Account, in the event such item is dishonored, I authorize Devon Bank to debit the amount of such item from the Account. Check images that

are returned for image quality adjustments will have to be submitted in paper to Devon Bank upon receipt of notice of such, to be physically reprocessed; they may not be re-scanned.

**Email Address.** You agree to notify Devon Bank immediately if you change your email address, as this is the email address where Devon Bank will send notification of receipt of remote deposit items.

**Unavailability of Services.** You understand and agree that the Services may at times be temporarily unavailable due to system maintenance or technical difficulties including those of the Internet service provider and Internet software. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at Devon Bank branches or through an ATM located at 6454 N. Western Ave., Chicago IL 60645 or by mailing the original check to Devon Bank at one of the branches. It is your sole responsibility to verify that items deposited using the Services have been received and accepted for deposit. However, Devon Bank will send notification of items that are rejected by the next business day following rejection. Devon Bank's preferred method for this notification will be email. In addition, you understand that Devon Bank may add, delete or change the feature or functionality of the Service, at any time, at its discretion.

**Business Day and Availability Disclosure Services** are available Monday through Friday between 8:00 a.m. to 6:30 p.m., Central Time, except during holidays, any other day they are not open for business, or such other hours as established from time to time.

Transmissions processed after these business hours on a business day, or on any other day that is not a business day are treated as occurring on the next business day.

**Internal Controls and Audit.** I understand and agree to adhere to the internal controls as described in this agreement and further detailed within this section. Furthermore I agree to comply with the Audit requirements prescribed by Devon Bank within this Agreement.

**Accountholder's Warranties.** I make the following warranties and representations with respect to each image of an original check I transmit to you utilizing the Services:

1. Each image of a check transmitted to you is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
2. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
3. I will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
4. Other than the digital image of an original check that I remotely deposit through your Services, there are no other duplicate images of the original check.
5. I have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
6. I am authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.

7. The information I provided remains true and correct and, in the event any such information changes, I will immediately notify you of the change.

8. I have not knowingly failed to communicate any material information to you and will provide you all reasonable assistance with any questions related to my deposits.

9. I have possession of each original check deposited using the Services and no party will submit the original check for payment.

10. Files and images transmitted to Devon Bank will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

11. I am not engaged in, or affiliated with, any businesses, products or methods of selling other than those disclosed by me to Devon Bank. I am not in the business of cashing checks.

**Limitations on Frequency and Dollar Amount.** I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by you.

**Storage of Original Checks.** I must securely store each original check. If I am using the Service to deposit items into an account to which I am a party I understand this means the original check(s) that I deposit using the Services, must be accessible for a period of 30 days after transmission and final credit is given in my account. After such period expires, all checks must be destroyed in a manner that will assure that the check cannot be reconstituted after 30 days. I understand and agree that I am responsible for any loss caused by my failure to secure or destroy the original checks.

**Accountholder's Indemnification Obligation.** I indemnify you and hold you harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from my use of the Services and/or breach of this Disclosure and Agreement. I understand and agree that this requirement shall survive the termination of this Agreement.

**Securing Images on Mobile Devices.** When using Mobile Capture, I understand that check images captured using my mobile device are stored on the device only until the associated deposit has been successfully submitted. I agree to promptly complete each deposit. In the event that I am unable to promptly complete my deposit, I agree to ensure that my mobile device remains securely in my possession until the deposit has been completed or to delete the associated images from the application.

**In Case of Errors.** In the event that I believe there has been an error with respect to any original check or image thereof transmitted to you for deposit or a breach of this Agreement, I will immediately contact you regarding such error or breach as set forth below. Telephone: 847-947-3901

Email: [ebanking@DevonBank.com](mailto:ebanking@DevonBank.com)

**Limitations of Liability.**

(a) any provision in this agreement, any other agreement or the rules to the contrary notwithstanding, Devon Bank shall only be liable for damages solely and proximately caused by its gross negligence or willful misconduct, and Devon Bank's liability shall in no event exceed the lesser of (i) customer's actual damages or (ii) the total fees paid by customer to Devon Bank for service. In no event shall Devon Bank or any provider be responsible or liable



for any indirect, special, consequential, exemplary, punitive or incidental damages, losses or injuries (including, without limitation, lost profits, loss of use, loss of data or cost of cover) arising out of, or related to, the use by customer of service or any service or the failure of Devon Bank or any provider to properly process and complete transactions thereunder even if Devon Bank or such provider(s) have been specifically advised of the possibility of such damages, losses or injuries.

(b) customer acknowledges and agrees that customer's use of service shall be at customer's sole risk, and that service is provided by Devon Bank on an "as is" basis.

(c) except as expressly set forth in this agreement, Devon Bank makes absolutely no representations or warranties whatsoever, express or implied, in law or in fact, to customer or to any other person, as to service or any aspect thereof, including (without limitation) any warranty of merchantability, fitness for a particular purpose, quality, accuracy, or suitability, and Devon Bank hereby disclaims any and all of the same. Customer agrees that no oral or written advice or representation obtained from any Devon Bank employee or representative shall create a warranty or representation for purposes of this agreement or service to be performed pursuant hereto.

(d) to the fullest extent allowed by law, and subject to the foregoing provisions of this section dealing with Devon Bank's liability for damages solely and proximately caused by its gross negligence or willful misconduct, Devon Bank's liability to customer under this agreement shall be limited to correcting errors resulting from Devon Bank's failure to exercise ordinary care.

(e) Devon Bank makes absolutely no representations or warranties whatsoever, express or implied, in law or in fact, to customer or to any other person as to any computer hardware, software or equipment in connection with service, including, but not limited to, customer's computer systems or related equipment, customer's software, or customer's internet service provider or its equipment, or as to the suitability or compatibility of Devon Bank's software, internet delivered service, equipment or communication

Interfaces with those that customer uses, or as to whether any software or internet delivered service will perform in an uninterrupted manner,

Including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

(f) Devon Bank shall not be responsible or liable for any errors or failures resulting from defects in, or malfunctions of, customer's computer hardware or software, for the quality of performance or lack of performance of any computer software or hardware or internet delivered services supplied by Devon Bank to customer in connection with this agreement, or for the transmission or failure of transmission of any information from customer to Devon Bank, from Devon Bank to customer, from customer to any processor, from any processor to Devon Bank, or otherwise. Devon Bank shall not be responsible for notifying customer of any upgrades or enhancements to any of customer's computer hardware or software.

**Change in terms.** You may change the terms and charges for the services indicated in this disclosure and agreement by notifying me of such change and may amend, modify, add to, or delete from this disclosure and agreement from time to time. My use of the services after receipt of notification of any change by you constitutes my acceptance of the change.

**Termination of the services.** I may, by written request, terminate the services provided for in this disclosure and agreement. At your sole discretion, you may revoke my privilege of

using the services at any time. In the event of termination of the services, I will remain liable for all transactions performed on my account.

**Relationship to other disclosures.** The information in these disclosures applies only to the services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the account.

**Governing law.** I understand and agree that this deposit account and disclosure and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of Illinois, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of Illinois.

**Arbitration and waiver of jury trial.** I and Devon Bank agree that the transactions contemplated in this agreement involve "commerce" under the federal arbitration act ("faa"). Every controversy or claim between me and any indemnified party arising out of, or is in any way related to or Resulting from, this agreement, service or any other services Provided by Devon Bank, whether based in contract, tort or any other Legal theory, including claims of fraud, suppression, Misrepresentation and fraud in the inducement, will be resolved By binding arbitration under the FAA. The arbitration will be administered by The American arbitration association ("aaa") under its commercial arbitration rules (the "arbitration rules").

If a claim is submitted to arbitration, (a) I will not have the right to go to court or to have a jury trial; (b) I will not have the right to engage in pre-arbitration discovery except as provided in the arbitration rules; (c) I will not have the right to have any claim arbitrated as a class action under the arbitration rules or under any other rules, whether of civil procedure or otherwise; and (d) the arbitrator's decision will be final and binding with limited rights to appeal.

This arbitration provision is supplemental to, and not in lieu of, any other alternative dispute resolution provision, and, in the event of a conflict between this provision and any other such alternative dispute resolution provision, the terms of this provision shall control.

This agreement to arbitrate disputes will survive the closing of my accounts and the termination this agreement.

**Attorneys' fees.** In the event of any arbitration or other adversarial proceeding between the parties concerning this agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled.

**Periodic statement.** Any remote deposits made through the services will be reflected on my monthly account statement. I understand and agree that I am required to notify you of any error relating to images transmitted using the services within 60 days for consumer accounts and within 10 days for business accounts after I receive the monthly periodic statement that includes any transaction I allege is erroneous. I am responsible for any errors that I fail to bring to your attention within such time period.

**Waiver.** The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

**Relationship.** This disclosure and agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent,

servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

**Fees.** I understand that Devon Bank does not currently charge a fee for the service. I also understand you may add, increase, alter, or otherwise change the fee and other amounts for the services from time to time.

### **Entire Agreement**

This Agreement, as it may be amended from time to time, contains the entire understanding between you and Devon Bank concerning Devon Connect service, and supersedes any verbal conversations, other communications, and previous agreements, if any.

## Internal and External Transfers

YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE FOR TRANSFERRING FUNDS. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND THE FINANCIAL INSTITUTION THAT IS OFFERING FUNDS TRANSFER SERVICES. THESE TERMS OF SERVICE AFFECT YOUR RIGHTS, AND YOU SHOULD READ THEM CAREFULLY. In these terms, some provisions apply to "you" as the party using the service to initiate funds transfers. Some provisions apply to "you" as the party approving a request to transfer funds from or to you. In both cases, you agree to the applicable provisions of these terms. "We", "us" and "our" refer to the financial institution that initiates the funds transfers services (the "Financial Institution"). The Financial Institution uses as its agent, Finastra USA Corporation, and other financial intermediaries (collectively, the "Service Provider") to accomplish funds transfers. If you are the party initiating a funds transfer, these terms of service supplement the disclosures or agreements you agreed to as part of the registration process for Devon Connect. If you wish to review those disclosures or agreements, please close this page and review the terms of service associated with Devon Connect or consult with a customer service representative of the Financial Institution. You may also have other agreements with another financial institution that holds your account that apply to your account but not to this service. This service allows you to initiate or authorize funds transfers between accounts or people you have designated using the Funds Transfer Service (an "ACH Transfer"). By clicking the "Confirm" button you authorize us as the financial institution to (i) accomplish this transfer through the Automated Clearing House ("ACH") and (ii) to use the Service Provider as our agent for this purpose.

You understand that the Financial Institution and its Service Provider may originate more than one ACH entry (for example, a paired credit and debit entry) to accomplish the transfer you are requesting or authorizing. These ACH entries may be originated in any sequence (for example, a credit may be provided to you in advance of settlement on a paired debit entry against your account). You authorize us or our Service Provider to resubmit debit entries against your account as needed to fulfill the ACH Transfer you have requested. If this is a recurring ACH Transfer, this authorization will continue in full force and effect until such time as you cancel the recurring ACH Transfer as provided below.

The sections below also apply to anyone using the service, whether to send or to receive funds:

1. You represent that you are at least eighteen (18) years old, a resident of the United States and have a valid e-mail address. You represent that you are the owner of the applicable debit and/or credit accounts and have the right to access, use, and authorize us and our agents to initiate ACH entries to debit or credit such accounts in the amount you have specified.
2. You agree to comply with the National Automated Clearing House Association ("NACHA") rules when as the Originator (as defined under NACHA rules) you initiate funds ACH Transfers

to or from your accounts or accounts of another person. You authorize the Service Provider to be an Originator and to use an Originating Depository Financial Institution ("ODFI") (as defined under NACHA rules) chosen by it where appropriate to process your request to the Financial Institution.

3. If you are requesting funds be transferred from an account held by another person to an account you have with us, you authorize us and our Service Provider to send an e-mail or SMS text message on your behalf requesting him or her to authorize the funds transfer to you.

4. You accept our appointment of the Service Provider as our agents to electronically process your funds transfers on our behalf as you have instructed, subject to the terms and conditions stated herein. You understand and agree that the Service Provider is not acting as a fiduciary, trustee or money transmitter, or providing escrow service, with respect to your funds, but only acting as the Financial Institution's processor.

5. You agree to use the service for legal purposes only and not in violation of any U.S. or foreign laws, including but not limited to, laws and regulations designed to prevent money laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations promulgated by the U.S. Treasury Department, such as sanction laws administered by the Office of Foreign Asset Control. You agree that if we suspect or believe a transaction is unlawful or even suspicious, we may block the transaction and take any other action we deem to be reasonable. This includes acting to prevent violations of the Unlawful Internet Gambling Enforcement Act of 2006 ("UIGEA") and these Terms of Service. If you are a non- consumer, you certify that you are not now engaged, and will not use the service, in any activity or business that is unlawful under the UIGEA. You agree not to use the service in any manner that could damage, disable, overburden, or impair the service or interfere with any other parties use and enjoyment of the service.

6. If you will be using an account at another financial institution to initiate ACH Transfers using this Funds Transfer Service, you authorize us and our Service Provider to make small deposits and/or withdrawals to the target account to confirm your control of that account (and to reverse these after the test is completed). The withdrawal amount(s) will never be greater than the deposit amount(s). You agree to verify online the amounts of such deposits and/or withdrawals. We will not transfer the funds in this case until verification is made, and neither we nor our Service Provider shall have any liability to you for failure to initiate the funds transfer you have requested due to your failure to complete the authorization process. Notwithstanding the foregoing, some accounts you have at another financial institution may be used without this verification process.

7. We and our Service Provider will process your funds transfer request based on the information you provide. Any errors in the information (including incorrect or inconsistent account names, account numbers or ABA routing numbers) that you provide to us are your responsibility. We and our Service Provider are not required to investigate discrepancies between account numbers and names on the account, and you agree that we and our Service Provider are not responsible for investigating such discrepancies and may execute an ACH Transfer using account number information only, even if the name and the account number do not match. You agree to use a browser or mobile application that at a minimum provides a level of security equivalent to 128- bit RC4 encryption when accessing or using the service to initiate or approve ACH Transfers.

8. If an account of yours has a joint account holder, you represent and warrant that each joint account holder has consented to the ACH Transfer(s), whether sending funds or receiving funds.

9. You may not be able to cancel or revoke an ACH Transfer once you have submitted or approved it since processing begins immediately or soon after your approval is received by us. For your rights in placing a stop payment on your account, refer to the specific account disclosures provided to you by your financial institution. You may stop payment of a recurring ACH transfer orally or in writing at least three business days before the scheduled date of the transfer. If processing has not begun, you may be allowed to cancel or delete ACH transfers from the "History" tab: ACH Transfers with a status of pending may be cancelled; recurring ACH Transfers may be deleted prior to submission of the next transfer.

10. All accounts must be located in the U.S. No International transactions are supported.

11. The typical time to transfer funds with us using the ACH network is three to five business days (that is, days we are open but excluding bank holidays and weekends). If we permit you to initiate an expedited transfer, this time may be reduced to one to two business days. However specific transaction times may vary, and neither we nor our Service Provider guarantee any specific turnaround time to complete your funds transfer. You should check your accounts to see your ACH Transfers. If you are sending funds, you should check with the intended recipient of the funds to confirm the status of the funds.

12. You agree that credits to your account are provisional and subject to return or reversal if we or our Service Provider receives returns or reversals from the ACH or if we must otherwise reverse an ACH Transfer (including for failure to receive final payment). After we have received final payment on ACH credits, these deposits are referred to as collected items. We also reserve the right to refuse to process or to return all or any funds transferred.

13. We or our Service Provider, in our sole and absolute discretion, have the right to reject, reverse, or cancel any ACH Transfer you initiate, and/or restrict or condition your ability to use the service, at any time for any reason or no reason, including but not limited to (a) insufficient funds in an account being debited; (b) suspicious activity; (c) order of any law enforcement agency or other legal process; (d) inability to verify information you or others provide or are asked to provide; (e) providing us with false or inaccurate information; (f) hacking, tampering or impacting the service functionality, availability or security; (g) using the service for unlawful purposes (as determined by us in good faith, but without the need for inquiry); or (h) failing to cooperate with any information request.

14. In consideration of the agreement by us and our Service Provider to act upon your request to make transfers of funds in the manner provided for in these Terms of Service:

- a. If any fees, fines or other sanctions, or damages or loss, are incurred or suffered by us or our Service Provider in connection with your use of the service, you agree to indemnify, defend, and hold harmless us and the Service Provider.
- b. The service, information, data, features and all content on this website are offered and made available on an "as is," "as available," basis. In no event shall we or our Service Provider be liable to you (and, if you are a non-consumer, your company, employees, agents, third parties, associates, or partners), or to anyone else for any consequential, incidental, special, punitive, or indirect damages of any kind whatsoever, including without limitation those resulting from loss or impairment of use, data, or profits, that

you or anyone else may incur relating to your use or access to this site, or the use or access hereto by anyone else, even if we have been advised of the possibility of any such damages.

- c. You expressly waive any and all claims you may have or assert against us or our Service Provider relating directly or indirectly to accessing or using or reliance upon any such information or data by you or anyone else.
- d. The term "damages" as used herein includes, without limitation, any and all liability, loss, damage, injury, claim, founded or unfounded, expense, fee of any kind, including, attorneys' or accountants' fees.

Note - if you are a consumer, the foregoing is limited to the extent that it may conflict with any non-waivable rights you may have under applicable law.

15. WE AND OUR SERVICE PROVIDERS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER REGARDING THIS SERVICE, WEBSITE OR ANY CONTENT ACCESSIBLE HEREIN OR AVAILABLE FROM OTHER SITES ACCESSIBLE HEREBY, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE OR USE, WARRANTY OF NON-INFRINGEMENT, WARRANTY OF TITLE, OR WARRANTY OF ANY OTHER KIND.

16. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. In such states liability is limited to the extent permitted by law. Accordingly, some of the above limitations may not apply to you.

17. In the case where a provision in another agreement we have with you conflicts with a provision in these Terms of Service, these Terms of Service will apply.

18. These Terms of Service will be interpreted according to their fair meaning and shall not be interpreted strictly against or for either party. These Terms of Service constitute the entire agreement with respect to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether, electronic, oral or written, between you and us.

## Electronic (E-Sign) Disclosure and Consent Agreement

Please read this Electronic (E-SIGN) Disclosure and Consent Agreement carefully and retain a copy for your records. This E-SIGN Consent Agreement applies to all "Communications" related to the any current or future account(s) you maintain with Devon Bank and will be effective until expressly withdrawn by you. The words "we," "us," and "our" refer to Devon Bank and the words "you" and "your" mean you, the individual(s) or entity identified on the Account(s). "Communication" means any disclosures, notices, monthly billing or account statements, terms and conditions, tax statements, transaction history, privacy policies and all other information related to the opening and ongoing maintenance of the product, service or account, including but not limited to information that we are required by law to provide to you in writing. The specific documents and disclosures will be provided electronically following your acceptance of this Electronic (E-SIGN) Disclosure and Consent Agreement and confirmation of your ability to access the disclosures.

#### HOW TO REQUEST PAPER COPIES

You understand that these documents will not be mailed to you, unless you specifically request it or we otherwise deem it appropriate to do so. We may charge you a reasonable service charge for the delivery of paper copies of any communication provided to you electronically pursuant to this authorization. Please contact us for more information about the fee. If there is more than one party on the account, notice to any one account holder will be effective for all. To request a paper copy of any disclosure, notice or other document, contact us by sending an online banking secure message or by calling us at 847-947-3901. Upon request, paper copies will be mailed to you.

#### HOW TO UPDATE RECORDS

When you change your e-mail address or other contact information, you must provide us with your new e-mail address or other contact information. You can update information directly on your online banking or by calling us at 847-947-3901.

#### WITHDRAWING CONSENT

You may withdraw your consent to receive Communications in electronic form by sending an online banking secure message or by calling us 847-947-3901. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal. You acknowledge and agree that your consent to receive electronic Communications is being provided. You must also confirm that your computer or electronic device meets the specifications and requirements listed below, and permits you to access and retain the disclosures and notices electronically.

#### SYSTEM REQUIREMENTS

In order to access and use Devon Bank Online Banking and to receive Communications (as defined herein) electronically, you must have:

- An Internet browser that supports 128-bit encryption, e.g. the latest versions of Internet Explorer, Firefox, Chrome or Safari.
- An e-mail account and email software capable of reading and responding to email.
- A personal computer, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted e-mail or by access to our web site using one of the browsers specified. Your access to this page verifies that your system/device meets these requirements.
- Adobe Reader version 8.0 or higher. Windows versions of Adobe's Reader may be downloaded free of charge from [www.adobe.com](http://www.adobe.com). Your access to this page verifies that your system / device has the necessary software to permit you to receive and access PDF files.
- If you do not plan to save the PDF files you will need a printer to retain a hard copy of the disclosures provided.