



## Online Banking Agreement

This Online Banking Agreement contains special provisions relating to your access to and use of *BankFinancial*, NA Online Banking system to access your accounts and conduct other banking transactions ("Online Banking"). This Agreement (the "Agreement") supplements and amends *BankFinancial*, NA Account Agreement and Disclosure Statement (the "Account Agreement") and the Legal Terms of Use link to Legal Terms of Use of this site. Because you are an existing *BankFinancial*, NA customer and a user of this site, these agreements already apply to you and your accounts.

Please review the Account Agreement which contains important legal terms and conditions and legally-required disclosures about Electronic Funds Transfers, Funds Availability, and other important matters.

**1. Agreement.** When you access and use Online Banking for the first time, you are agreeing that all current and subsequent Online Banking access to and activity on your account(s) and the account(s) for which you have signatory authority (collectively, "Designated Accounts") shall be undertaken subject to the terms and conditions of this Agreement. Your access to and use of Online Banking also makes each joint accountholder on the Designated Accounts subject to the terms and conditions of this Agreement.

**2. Online Banking Services.** You may use Online Banking to: (a) transfer funds between Designated Accounts; (b) obtain current balance and other deposit account information; and (c) apply for certain types of residential loans. We reserve the right not to make transfers that would exceed the balance of available funds in the Designated Account from which the funds are being transferred. Funds cannot be transferred to a certificate of deposit account. Only interest (not principal) that has been posted to a certificate of deposit account can be transferred to another account. Please refer to the Account Agreement for important disclosures about limitations on the number of electronic transfers that you can make from a money market account or a savings account in any given month or statement cycle.

**3. Internet Access.** You must access the Internet in order to use Online Banking. In order to access the Internet, you will need a computer and related hardware, appropriate third party software and an Internet service provider. You are solely responsible for obtaining, installing, maintaining and operating, at your own expense, all computer hardware and software, an account with an Internet service provider, a telephone line, cable or other data transmission device, and all other goods and services that are necessary for accessing and using Online Banking (collectively, "Access Services"). We do not provide and are not responsible for any Access Services.



**4. Access Number and PIN.** A personal identification number ("**PIN**") and an Access Number are needed to access the Designated Accounts through Online Banking. Your access to the system will be denied if you do not enter the correct Access Number or PIN or other requested information. You understand and acknowledge that the security of any account accessible by use of the PIN depends upon maintaining the secrecy of the Access Number and PIN. You agree (a) not to reveal or give your Access Number or PIN to any person that you have not authorized to access the Designated Accounts, (b) that you will otherwise keep your Access Number and PIN confidential, and (c) to assume and accept all liability that legally can be imposed on you for each use of your Access Number and PIN, whether or not authorized by you. Under no circumstances should any of our employees request your Access Number or PIN through Online Banking, by e-mail, over the telephone or through other contact. Do not respond to such a request, even if the person claims to be our representative. Please refer to the Electronic Funds Transfer disclosures in the Account Agreement for information regarding your ability to limit your responsibility for unauthorized transfers, and our liability for failure to make transfers.

**5. Online Banking Instructions.** You authorize us to carry out instructions given to us through Online Banking with your Access Number and PIN as if those instructions were written orders bearing your signature. We will only be responsible for acting only on those instructions sent through Online Banking that we actually receive. Neither we nor any agent or independent contractor that we may involve in providing Online Banking services (a "Service Provider") shall be responsible if you give incorrect or untimely instructions. Online Banking instructions generally are acted upon immediately and cannot be revoked. We will not be obligated to honor, in whole or in part, any transaction or instruction that (a) is not in accordance with any term or condition applicable to Online Banking or any Designated Account; (b) we have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal; (c) is not in accordance with any other requirement of our applicable policies, procedures or practices; or (d) we have reasonable cause not to honor for our or your protection. You cannot use e-mail to initiate transactions or give instructions.

**6. Fees and Charges.** There is no separate fee or charge for Online Banking. You will remain subject to all fees and charges that apply to your account or specific transactions as set forth in the Account Agreement and the Rates and Fees page on this site. Any such fees or charges may be amended from time to time and will be deducted from the applicable Designated Account.

**7. Termination, Amendments and Changes in Fees.** This Agreement shall remain in effect until you or we terminate it. You may terminate this Agreement at any time by notifying us at **800-894-6900**. We may terminate this Agreement at any time without prior notice for any reason or for no reason. You agree that we may from time to time and in our sole discretion limit, suspend, discontinue or change the Online Banking services, in whole or in part, or amend the terms of this Agreement, including the imposition of fees and charges for using Online Banking. You will be notified of any such changes or amendments as required by applicable law. The



termination of this Agreement shall not terminate your account relationship or other agreements with us unless they are separately terminated.

**8. Limitations on Our Liability.** Our liability to you is explained in the Account Agreement and Legal Terms of Use, and any notices and disclosures that we separately provide to you from time to time regarding your Designated Accounts and Online Banking. This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these agreements, notices, or disclosures. Under no circumstances will we or our Service Providers have any liability to you for failing to provide you access to your Designated Accounts or any Online Banking services. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing Online Banking services as expressly stated in this Agreement, and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Online Banking Services. You agree that we and our Service Providers shall have no responsibility or liability to you for any errors, delays, the transmission of incorrect instructions, the communication or display of inaccurate information, losses, damages (whether direct, indirect, consequential, special or punitive), expenses, charges or liabilities that may occur as a result of: (a) any malfunction of or the manner in which you use or enter data into your computer or your software; (b) any malfunction in communications facilities or equipment not under our control that may affect the accuracy or timeliness of instructions you send; or (c) any electronic virus or viruses that may be associated with the use of Online Banking or that you may otherwise encounter while using Online Banking. We encourage you to routinely scan your computer, diskettes, and software using a reliable virus product to detect and remove any viruses found. Undetected viruses may alter, corrupt, damage, or destroy your programs, files, and even your Computer. Additionally, you may unintentionally transmit the virus to other computers, diskettes, and software.

IN NO EVENT WILL WE HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.

NEITHER WE NOR OUR SERVICE PROVIDERS MAKE, AND WE EXPRESSLY DISCLAIM, ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, CONTRACTUAL, EXPRESS OR IMPLIED, CONCERNING ONLINE BANKING, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**9. Privacy.** We have adopted Privacy Principles and Online Privacy Principles.

**10. NOTICES.** UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, IN THE EVENT THAT WE ARE REQUIRED TO PROVIDE A NOTICE, DISCLOSURE OR OTHER



COMMUNICATION TO YOU IN WRITING, YOU AGREE THAT THE NOTICE, DISCLOSURE OR OTHER COMMUNICATION MAY BE SENT TO YOU ELECTRONICALLY TO YOUR INTERNET ADDRESS AS REFLECTED IN OUR THEN CURRENT RECORDS.

**11. Indemnification.** Except to the extent that we are liable under the terms of this Agreement, the Account Agreement or another agreement that otherwise governs your Designated Account, if you are an owner of a Designated Account, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with a Designated Account or the performance of an Online Banking service. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Online Banking service by you or your authorized representative.

**12. Severability; Governing Law.** In the event any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable. This Agreement will be governed by and be interpreted pursuant to the laws of the State of Illinois, United States of America, notwithstanding any principles of conflicts of law. The state or federal courts located in Cook County, Illinois, shall have exclusive jurisdiction over any cause of action arising out of or related to the content or use of this site.