



## Hickory Point Bank and Trust Online Agreement

Welcome to Hickory Point Bank and Trust's Internet banking product, [Hickory Point & Click](#). Get ready to enjoy the convenience of banking anytime, from anywhere! Best of all...it's FREE!

Now you can access your Hickory Point Bank accounts, view balances, transfer funds, review your activity, make Hickory Point Bank loan payments, export your account information to money management systems, and much more! You may want to view a demo or review the [Frequently Asked Questions](#) (FAQs) before you sign up.

### IMPORTANT INFORMATION TO READ BEFORE YOU SIGN UP

After reading the following information, please click on the "I Agree" button at the bottom of this agreement to continue.

#### [Hickory Point & Click Services Agreement](#)

This Agreement describes your rights and obligations as a user of Hickory Point & Click ("Services"). It also describes the rights and obligations of Hickory Point Bank. Please read this Agreement carefully. By pressing the "I Agree" button below, you agree to comply with the terms and conditions of this Agreement.

#### Definitions

The following definitions apply in this Agreement. "[Hickory Point & Click](#)" is the Internet-based service providing access to your account(s) under the terms set forth in this Electronic Services Agreement; "Online Account" means any Hickory Point Bank account from which you will be conducting transactions using a Service; and "Password" is the code communicated to you by Hickory Point Bank for use during the initial sign-on, or the code you select after the initial sign-on, that establishes your connection to the Service. "Time of day" references are to Central Standard Time or Central Daylight Time, as applicable. "We," "us" or "Hickory Point Bank" refer to Hickory Point Bank and Trust, which offers the Services, and which holds the accounts accessed by the Services. "You" or "Your" refer to the person(s) or entity subscribing hereto.

#### Access to Services

Hickory Point Bank will provide instructions describing how to use [Hickory Point & Click](#). You will gain access to your Online Accounts through the use of your Internet-enabled device, your Internet Service Provider, your User Code, and your Password.

#### Hours of Operation

The Services are available 24 hours a day, seven days a week, except during special maintenance periods or any unforeseen circumstance. For purposes of transactions, Hickory Point Bank's business days are Monday through Friday, excluding holidays as determined by Hickory Point Bank. All [Hickory Point & Click](#) transaction requests received after 6:00 p.m. on business days, and all transactions, which are requested on Saturdays, Sundays, or holidays on which Hickory Point Bank chooses to remain closed, will be processed on the next Hickory Point Bank business day. Hickory Point Bank's business day begins at 8:00 a.m.

#### Use of your Security Password

Hickory Point Bank communicates to you a Password for use during the initial login; then for security purposes, you are required to change your Password after the initial login. You determine what Password you will use and the identity of your Password is not communicated to us. You agree that we are authorized to act on instructions received under your Password. You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services. After three (3) unsuccessful attempts at authorization to use the system, you must contact us to have your Password reset or to obtain a new temporary Password. You agree to assume responsibility for all transactions up to the limits allowed by applicable law.

#### Lost or Stolen Password

If your Password has been lost or stolen, call Hickory Point Bank immediately at 866-242-6262, 8:00 a.m. to 5:00 p.m., Monday through Friday. Telephoning Hickory Point Bank is the best way of minimizing your losses. If you believe your Password has been lost or stolen and you telephone or write us within two business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your Password without your permission. If you do not telephone or write us within two business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.00.

#### Banking Transactions with [Hickory Point & Click](#)

The following [Hickory Point & Click](#) transactions may be performed:

1. Funds Transfers. You may use [Hickory Point & Click](#) to perform unlimited funds transfers from your Hickory Point Bank checking accounts or savings accounts to other Hickory Point Bank checking accounts or savings accounts. You may also transfer from your Hickory Point Bank checking or savings account to make loan payments. Note: This Agreement imposes no restrictions on the number of transactions from Hickory Point Bank accounts or the amounts which may be transferred, but certain limits and restrictions on the frequency of transfers may be applicable with respect to the particular types of accounts subject to this Agreement, particularly Savings and Money Market Accounts. Please refer to the disclosure documents you received at the time these accounts were established for more detailed information on limitations and restrictions applicable hereto.
2. Balance Inquiries. You may use [Hickory Point & Click](#) to check the current balance and other account information on deposit accounts and loan accounts.
3. Customer Service. You may communicate with Hickory Point Bank by using your personal computer to send and receive written messages electronically. Please refer to the "Send Us A Message" option to send us your comments, questions, or concerns.

New services may be introduced for [Hickory Point & Click](#) from time to time. Hickory Point Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

#### Statements

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account. If your statement shows transfers that you did not make, notify Hickory Point Bank immediately by calling us at 866-242-6262, Monday through Friday from 8:00 a.m. to 5:00 p.m. or writing us at:

Hickory Point Bank  
Attention: Internet Customer Service  
P.O. Box 2548  
Decatur, Illinois 62525

If you do not notify Hickory Point Bank within sixty (60) days after such statement that you question was mailed to you, you will not recover any money lost which would not have been lost if Hickory Point Bank had been notified in time.

#### Errors and Questions

In case of errors or questions regarding a [Hickory Point & Click](#) transaction, call Hickory Point Bank at 866-242-6262, or write us at:

Hickory Point Bank

**Attention: Internet Customer Service**  
**P.O. Box 2548**  
**Decatur, Illinois 62525**

We must hear from you at the specified telephone number or address no later than sixty (60) days after we sent you the first statement on which the problem or error appeared. We will need: Your name and account number (if any)

1. A description of the error or the transfer in question, and an explanation concerning why you believe it is an error or need more information.
2. The dollar amount of the suspected error.
3. The date on which it occurred.

If the report is made orally, we may require that you send the complaint or question in writing within ten (10) business days from your initial contact. We will notify you with the results of the investigation within ten (10) business days and will correct any error promptly. If more time is needed, however, we may, at our sole discretion, take up to forty-five (45) days to investigate a complaint or question. If this occurs, we will credit your account within ten (10) business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within ten (10) business days from your original contact, we may not credit your account until the investigation is completed.

If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.

#### **Limit of Hickory Point Bank and Other Provider's Responsibility**

Hickory Point Bank agrees to make reasonable efforts to ensure full performance of [Hickory Point & Click](#). Hickory Point Bank will be responsible for acting only on those instructions sent through [Hickory Point & Click](#), which are actually received, and cannot assume responsibility for malfunctions in communication facilities not under its control, which may affect the accuracy or timeliness of messages you send. Hickory Point Bank is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment.

Any information you receive from Hickory Point Bank or Other Information Providers is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. Hickory Point Bank is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any investment or other decision made using this information.

Neither Hickory Point Bank nor Other Information Providers are responsible for any computer virus or related problems, which may be attributable to services provided by any Access Service Provider.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing [Hickory Point & Click](#) functions. Hickory Point Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software. The limit of Hickory Point Bank liability shall be as expressly set forth herein. Under no circumstances will Hickory Point Bank be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Services, you agree to waive any and all right to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

#### **Hickory Point Bank Responsibility to Its Customers**

Hickory Point Bank will be responsible for your actual losses if they were directly caused by our failure to:

- Complete an Electronic Funds Transfer as properly requested.
- Cancel an Electronic Funds Transfer as properly requested.

However, we will not be responsible for your losses if:

- Through no fault of Hickory Point Bank, you do not have enough money in your account to make the transfer
- Through no fault of Hickory Point Bank, the transaction would have caused you to exceed your available credit
- Circumstances beyond our control (e.g., fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken
- There is a hold on your account, or if access to your account is blocked in accordance with banking policy
- Your funds are subject to legal process or other encumbrance restricting the transfer
- Your transfer authorization terminates by operation of law
- You believe someone has accessed your accounts without your permission and you fail to immediately notify the bank
- You have not properly followed the scheduling instructions on how to make a transfer included in this Agreement
- We have received incomplete or inaccurate information from you or a third party involving the account or transfer
- We have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring, or if you default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages. If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

#### **Electronic Mail**

If you send Hickory Point Bank an electronic mail message, Hickory Point Bank will be deemed to have received it on the following business day. Hickory Point Bank will have a reasonable time to act on your e-mail.

You should not rely on electronic mail if you need to communicate with Hickory Point Bank immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur).

You agree that Hickory Point Bank may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by Hickory Point Bank shall be considered received within three (3) days of the date sent by Hickory Point Bank, regardless of whether or not you sign on to the Service within that time frame.

#### **Other Agreements**

In addition to this Agreement, you and Hickory Point Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the [Hickory Point & Click](#) service is your acknowledgment that you have received these agreements and intend to be bound by them. You should

review other disclosures received by you when you open your accounts at Hickory Point Bank, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures.

#### **Modifications to this Agreement**

Hickory Point Bank may modify the terms and conditions applicable to the Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

**Disclosure of information to Third Parties** We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers
2. To verify the existence and condition of your account for a third party, such as a credit bureau or merchant
3. To comply with government or court orders, or other reporting requirements
4. If you give us your written permission

Information concerning your account history with Hickory Point Bank will be shared within the Hickory Point Bank organization.

#### **Inactivity/Termination**

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We can terminate your [Hickory Point & Click](#) privileges under this Agreement without notice to you for any reason; or if you do not pay any fee required by this Agreement when due, if you do not comply with the Agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

We may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive ninety (90) day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

To cancel [Hickory Point & Click](#), you must notify Hickory Point Bank and provide your name and the effective date to stop the service. You may notify Hickory Point Bank by one of the following methods:

1. By initiating a customer inquiry through our web site
2. By calling toll free, 866-242-6262, 8:00 a.m. to 5:00 p.m., Mon - Fri
3. By writing a letter and sending it to the following address:

**Hickory Point Bank & Trust**  
**Attention: Internet Customer Service**  
**P.O. Box 2548**  
**Decatur, Illinois 62525**

#### **Governing Law**

This Agreement is governed by the laws of the State of Illinois and applicable federal law.

#### **Fee Schedule**

Hickory Point Bank offers the benefits and convenience of [Hickory Point & Click](#) to you free of charge. Account research and stop payment charges will be assessed at the rates published in Hickory Point Bank's Schedule of Service Fees.

These fees are subject to change. Hickory Point Bank will notify you in writing regarding any fee changes at least thirty (30) days in advance of the effective date of these changes.