

-Please provide all requested information - A separate enrollment request form must be completed for each user-

BUSINESS NAME: _____ TAX ID: _____

NAME OF USER: _____ BUSINESS PHONE: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

USER EMAIL ADDRESS: _____

USER SECURITY QUESTION AND ANSWER: _____

SOY BANK DIRECT (NO MONTHLY CHARGE)

- Account Access
- Transaction History
- Internal Transfers
- Loan Payments
- ACH Notices

SOY BANK DIRECT ACH SERVICES- \$25.00/MONTH*

- Pending Officer Approval**
- Includes Soy Bank Direct, plus...
- ACH Direct Deposit Processing
- ACH File Transfers
- Not immediately available for new customers.**
- *ACH Agreement required.

SOY BANK DIRECT MERCHANT CAPTURE- \$25.00/MONTH*

- Pending Officer Approval**
- Includes Soy Bank Direct, plus...
- Software and scanner included to process deposits directly from your business.
- No more trips to the bank.
- Not immediately available for new customers.**
- *Merchant Capture Agreement required.

SOY BANK DIRECT EXECUTIVE- \$50.00/MONTH*

- Includes...
- Soy Bank Direct
- Soy Bank ACH Services**
- Soy Bank Merchant Capture**

*ACH Agreement and Merchant Capture Agreement required.
** Services are pending officer approval.
Not immediately available for new customer

OPTIONAL SERVICES - COMPLIMENTARY

- Online Bill Payment
- E-Statements

<p>BANK USE ONLY Select User Role</p> <p>Employee</p> <p>Supervisor</p> <p>Administrator</p> <p>Senior Administrator</p>

ACCOUNT INFORMATION

List the accounts (Checking, Savings or Loan) that you would like to access.

Account #	Account Type (please select)			Nickname:
_____	DDA	Savings	Loan	_____
_____	DDA	Savings	Loan	_____
_____	DDA	Savings	Loan	_____
_____	DDA	Savings	Loan	_____

Please designate your primary account(s) to be accessed by Soy Bank Direct (required for bill payment – your bills will be paid from this account) _____

By signing below, you acknowledge that you have read the attached Online Banking Agreement.

USER SIGNATURE _____ TITLE _____ DATE _____

-If user is not an authorized signer for the accounts, an account authorized signer must sign below-

SIGNATURE OF AUTH. SIGNER _____ TITLE _____ DATE _____

Supported browsers: Windows : Microsoft Internet Explorer 9.0 Mac: Mozilla Firefox 2.0 Mozilla Firefox 3.6

FOR SOY CAPITAL BANK USE ONLY:

Bank CSR/Lender Name _____ Branch _____ Date _____ Port # _____
Last updated: 5/17 LW _____ Username: _____ Password: _____

This Commercial Internet Banking Service Agreement (“Agreement”) is a contract, which establishes the rules that cover your electronic access to your accounts at Soy Capital Bank and Trust Company through the Internet Banking System (“SoyBank Direct”). By using SoyBank Direct, you accept all the terms and conditions of this Agreement. Please read carefully.

The terms and conditions of the deposit agreements and disclosures for each of your Soy Capital Bank and Trust Company accounts as well as your other agreements with Soy Capital Bank and Trust Company such as loans continue to apply notwithstanding anything to the contrary in the Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Illinois (except to the extent this Agreement can and do vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver express or implied by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Soy Capital Bank and Trust Company’s successors and assigns. Certain obligations of the parties pursuant to the Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Enrollment Form and Fee Schedule, constitutes the entire agreement between you and Soy Capital Bank and Trust Company with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

1. Definitions- As used in the Agreement, the words “we”, “our”, “us”, and “BANK” mean Soy Capital Bank and Trust Company. “You” and “your” refer to the “ACCOUNT HOLDER” authorized by Soy Capital Bank and Trust Company to use *SoyBank Direct* under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder’s funds through *SoyBank Direct*. “Account” or “accounts” means your accounts at Soy Capital Bank and Trust Company. “Electronic funds transfers” means ATM/Debit withdrawals, preauthorized transactions, point of sale transactions and transfers to and from your Soy Capital Bank and Trust Company accounts using *SoyBank Direct*. “*SoyBank Direct Services*” means the services provided pursuant to this Agreement. “Business days” mean Monday through Friday. Holidays are not included.

2. Access- To use *SoyBank Direct*, you must have at least one checking account at Soy Capital Bank and Trust company, acquire the computer hardware and software required to access *SoyBank Direct*, access to Internet service, and an e-mail address. Once we have received your signed Enrollment Form, and verified your account information, we will send you by postal mail, confirmation of our acceptance of your enrollment, along with your assigned log-in ID and temporary password. *SoyBank Direct* can be used to access only Soy Capital Bank and Trust Company accounts. We undertake no obligation to monitor transaction through *SoyBank Direct* to determine that they are made on behalf of the accountholder.

3. *SoyBank Direct Services*- You can use *SoyBank Direct* to check the balance of your Soy Capital Bank and Trust Company accounts, view Soy Capital Bank and Trust Company account histories, transfer funds between your Soy Capital Bank and Trust Company accounts, and make stop payment requests. Balance and activity information is available as of the previous business day.

4. Hours of Access- You can use *SoyBank Direct* seven days a week, twenty-four hours a day, although some or all *SoyBank Direct* services may not be available occasionally due to emergency or scheduled system maintenance, upgrades, and events beyond our control. We agree to post notice of any extended periods of non-availability on the *SoyBank Direct* web site.

5. Your Password- For security purposes, you are required to change your password upon your initial login to *SoyBank Direct*. 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 accept responsibility for the confidentiality and security of your password and agree to 1) provide it only to authorized signers on your account(s); 2) instruct each person to whom you give your password that he or she is not to disclose it to any unauthorized person; 3) immediately notify us if you believe your password may have become known to an unauthorized person; and 4) change your password regularly. Customer agrees to limit disclosures of codes and passwords to those employees it will authorize to use the *SoyBank Direct* or who have a

specific need to know. Customer will promptly notify Soy Capital Bank and Trust Co. if Customer knows or suspects that codes and/or passwords or other security information is stolen, compromised, or misused. Upon 3 unsuccessful attempts to use your password, your access to *SoyBank* Direct will be denied. You must contact us to have your password reset or to obtain a new temporary password.

We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

We may suspend or cancel your Password even without receiving such notice from you, if we suspect your Password is being used in an unauthorized or fraudulent manner.

6. Security- You understand the importance of your role in preventing misuse of your accounts through *SoyBank* Direct and you agree to promptly examine your statement for each of your Soy Capital Bank and Trust Company accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information alone, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via *SoyBank* Direct is encrypted in an effort to provide transmission security and *SoyBank* Direct utilizes identification technology to verify that the sender and receiver of *SoyBank* Direct transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the *SoyBank* Direct is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Soy Capital Bank and Trust Company's *SoyBank* Direct, or e-mail transmitted to and from us, will not be monitored or read by others.

After review of the Services offered by Bank, including those aspects of Services pertaining to assuring the authenticity of a communication between Customer and Bank, Customer will notify Bank in the event the Customer's use of the Services would necessitate or be better served by a level of security that exceeds that offered by the Services. If customer fails to notify the Bank, Customer acknowledges and agrees that the security aspects of the Services are appropriate for Customer's needs and will provide Customer with a commercially reasonable degree of security against unauthorized use.

7. Fees and Charges- Customer shall compensate Soy Capital Bank and Trust Company for the performance of each Service in accordance with the Soy Capital Bank and Trust Company fee schedule. We may amend fee schedule from time to time.

8. Balance Reporting- Soy Capital Bank and Trust Company shall provide you, subject to the terms and conditions contained in the Agreement, with the service(s) that you requested as specified on the Enrollment Form, which is made a part of this Agreement. Soy Capital Bank and Trust Company shall provide prior day and memo post balance and transaction information on your account(s). Soy Capital Bank and Trust Company shall not be responsible for the accuracy and timeliness of the delivery of any information furnished to the *SoyBank* Direct by other reporting banks.

9. Bank Transfer- You agree that given the size, type and frequency of the intra-Bank transfers, which you intend to make, the following procedures are commercially reasonable. You agree that Soy Capital Bank and Trust Company may solely rely on these procedures to verify the authenticity of your transfer requests. You agree to be bound by any transfer requested in its name and which is in compliance with such procedures whether actually authorized or not. The procedures are as follows:

A. You are responsible for the input and verification of all information onto *SoyBank* Direct. Bank shall have no responsibility to determine the accuracy of such information. Should there be any conflict between account number and account name, the account number shall prevail. Bank shall be entitled to rely upon any bank transfer request reasonable believed by Bank to have been input by you or your authorized users specified in the Enrollment Form.

B. Soy Capital Bank and Trust Company cut-off time for bank transfer requests is **5:00 p.m. (CST)**, after which time such requests will be processed the next business day.

C. Soy Capital Bank and Trust Company may, in its sole discretion, reject any transfer request if there are insufficient Available Collected Balances in your authorized account(s) as specified on your Enrollment Form; or the transfer request (1) is not authenticated to Bank's satisfaction or which Bank, in good faith, believes may not

be authorized by you; (2) contains incorrect, incomplete or ambiguous information; (3) involves funds subject to a lien, hold, dispute or legal process which prevents their withdrawal. Bank shall incur no liability for any loss to you or to any third person occasioned by bank's refusal to make such transfer.

D. Soy Capital Bank and Trust Company shall not be responsible for any loss or liability arising from: Your negligence or breach of this Agreement; any ambiguity or inaccuracy in any bank transfer request or in the information set forth in this Agreement given to Bank by you; or from any error, failure or delay in the execution of a book transfer, including without limitation any inoperability or computer or communication facilities, or other circumstances beyond the Bank's reasonable control.

E. Types of Transfers:

- i. Transfer funds between your checking and savings accounts.
- ii. Transfer funds between your checking and your loans held by Soy Capital Bank and Trust Company.

F. LIMITATIONS-With a Savings account and Money Market account you may make six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer, or telephone (including date transmission) agreement, order or instruction. Three (3) of these transfers may be made by check, draft, debit care or similar order (including POS transactions), transactions made by mail or at an ATM are unlimited. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds being held until the hold expires.

10. Posting of Transfers- "ON-US" Transfers initiated through *SoyBank* Direct before **5:00 p.m. (CST)** on a business day (defined as Monday through Friday, holidays not included) are posted to your account the same day. Transfers completed after **5:00 p.m. (CST)** on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. *SoyBank* Direct identifies transfers based upon the login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the View Postings screens in the Transfer menu options of *SoyBank* Direct will not reflect transfers made by multiple users from the same accounts if different login ID's are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers from your accounts in order to avoid overdrafts.

"ACH" Transfers require a separate agreement for this service; please refer to this agreement for posting deadlines.

11. Overdrafts (Order of Payments, Transfers, and other Withdrawals) - If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- A. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- B. Electronic fund transfers initiated through *SoyBank* Direct, which would result in an overdraft of your account, may, at our discretion, be canceled;
- C. In the event the electronic fund transfers initiated through *SoyBank* Direct, which would result in an overdraft of your account, are not canceled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

12. Stop-Payment Requests- *SoyBank* Direct allows you to: (1) place a stop payment order request of up to six (6) months in duration; (2) cancel an existing stop payment order; or (3) determine the paid status of a check. Any stop payment placed on the *SoyBank* Direct shall automatically expire at the time designated by you - not to exceed six (6) months from date of the placement of the stop payment order by you.

- A. You agree to indemnify Bank against any loss for the amount of said check and all expenses, costs and consequential damages, if any, incurred by Bank because of refusing payment pursuant to your stop payment order. You agree not to hold Bank liable on account of payment contrary to your stop payment order is same occurs through inadvertence, accident or oversight, or if by reason of such payment other items drawn by the undersigned are returned insufficient. You agree that any stop payment placed on any check issued on your accounts designated on the Enrollment Form may be relied upon by Bank to have been placed by an agent of you duly authorized to place the stop payment, and Bank shall have no duty or obligation to verify either the authenticity of the stop payment order request or the authority of the person placing it.
- B. You may initiate stop-payment requests online via *SoyBank* Direct only for paper checks you have written (non-electronically) on you Soy Capital Bank and Trust Company accounts. Online stop-payment requests are processed on the business day following the date the stop payment has been requested online. To be effective, this type of stop-payment request must precisely identify the account number, name of the payee, the check number, the amount, the date of the check, and the reason for stop payment. Bank shall have no responsibility to determine the accuracy of such information. Bank shall provide you notice of the actual stop payment of a check by making such information accessible to you online via the *SoyBank* Direct.

- C. If you make your stop-payment request online or by telephone, we may also require you to put your request in the form of paper writing and get it to us within 14 days after you call. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account.
- D. **PREAUTHORIZED ELECTRONIC FUND TRANSFERS- Right to Stop Payment and procedures for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at **(217) 418-7781**, or write us at **Soy Capital Bank and Trust Company, Attention Stop Payments, 1501 E. Eldorado St, Decatur, IL 62521**, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you the current fee for each stop payment order you give.
 - a. *Notice of varying amounts:* If these regular payments may vary in amounts, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
 - b. *Liability for Failure to Stop Payment of Preauthorized Transfer.* If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

13. **Confidentiality-** We will disclose information to third parties about your account or the transfers you make.

- A. Where it is necessary for completing transfers;
- B. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- C. In order to comply with government agency or court orders, or
- D. If you give us your written permission.

14. **Periodic Statements-** You will not receive a separate *SoyBank* Direct statement. Transfers to and from you accounts using *SoyBank* Direct will appear on the respective periodic statements for your Soy Capital Bank and Trust Company accounts.

15. **Change in Terms-** We may change any term of this Agreement at any time. If the change would result in increased fees for any *SoyBank* Direct service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the Soy Capital Bank and Trust Company *SoyBank* Direct web site or forward it to you by email or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or the entire subject *SoyBank* Direct Services indicates your acceptance of the change in terms. We reserved the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

16. **In Case of Errors or Questions about Your Electronic Transfers-** Telephone us at **(217) 428-7781**, or write us at **Soy Capital Bank and Trust Company, Attn. ACH Department, 1501 E. Eldorado St, Decatur, IL 62521** as soon as you can, if you think your statement is wrong, or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. When you contact us:

- A. Tell us your name and account number (if any).
- B. Describe the error or 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.
- C. Tell us the transaction date and dollar amount of the suspected error.

If you contact us orally or by e-mail, we may require that you send up your complaint or question in the form of a paper writing by postal mail or fax within ten (10) business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our

investigation. If we ask you to put your complaint or question in writing and WE DO NOT receive it in the form of a paper writing 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 transactions, 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 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.

17. Our Liability for Failure to Make a Transfer- If we do not complete a transfer to or from your account on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your actual losses or damages caused as a result. However, there are some exceptions.

We will NOT be liable, for instance:

- A. If, through no fault of ours, you do not have enough available funds in your account to make the transfer.
- B. If the Service of terminal wasn't working properly, and you knew about the malfunction when you started the transaction or transfer.
- C. If a legal order directs us to prohibit withdrawals from the account.
- D. If your account is closed, or if it has been frozen.
- E. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
- F. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- G. If any electronic terminal, telecommunication device, or any part of the *SoyBank Direct* electronic funds transfer system is not working properly and you knew about the problem when you started the transfer.
- H. If you have not properly followed the on-screen instructions for using *SoyBank Direct*.
- I. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.
- J. You believe someone has accessed your accounts without your permission and you fail to notify us immediately.
- K. We have reasonable basis for believing that unauthorized use of your password or account has occurred or may be occurring, or
- L. If you default under this agreement, the Deposit Agreement, a credit agreement, or any other agreement with us, or if we or you terminate this agreement.

18. Your Liability for Unauthorized Transfers- CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission (See #22 below). An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission. If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts 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, contact 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 through transactions made after the 60 day time period 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 hospital stay) kept you from contacting us, we will extend the time periods.

19. Disclaimer of Warranty and Limitation of Liability- We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the *SoyBank Direct* Services provided to you under this Agreement. We do not and cannot warrant that *SoyBank Direct* will operate without errors, or that any or all *SoyBank Direct* Services will be available and operational at all times. Except as specifically provided in the Agreement, or otherwise required by law, you agree that your officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to *SoyBank Direct*, including loss of profits, revenue data or use by you or any

third party, whether in an action in contract or tort based on a warranty. Further, in no event shall the liability of BANK and its affiliates exceed the amounts paid by you for the services provided to you through *SoyBank Direct*.

20. Your Right to Terminate- You may cancel your *SoyBank Direct* service at any time by providing us with written notice by postal mail or fax. Your access to *SoyBank Direct* will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

21. Our Right to Terminate- You agree that we can terminate or limit your access to *SoyBank Direct* Services for any of the following reasons:

- A. Without prior notice, if you have insufficient funds in any one of your BANK accounts. *SoyBank Direct* service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- B. Upon 3 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
- C. Upon reasonable notice, for any other reason in our sole discretion.

22. Communications Between the BANK and You- Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- A. E-mail – You can contact us by e-mail at marketing@soybank.com (Please note that banking transactions through *SoyBank Direct* are not made via e-mail)
- B. Telephone – You can contact us by telephone at (217)428-7781
- C. Facsimile – You can contact us by fax at (217) 429-8722
- D. Postal Mail – You can write us at:
Soy Capital Bank and Trust Company
Attention: SoyBank Direct
1501 E Eldorado St.
Decatur, IL 62521
- E. In Person – You may visit us in person at any one of our locations.

23. Consent to Electronic Delivery of Notices- You agree that any notice or other type of communication provided to you pursuant to the terms of the Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank *SoyBank Direct* website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

24. Relation to Other Agreements: Your use of *SoyBank Direct* may also be affected by your agreements for your deposit and loan accounts. In addition, when you link accounts to *SoyBank Direct*, this does not change the agreement you already have on those accounts.

All requests relating to entries through an automated clearing house (“ACH”) must be processed by Customer consent with a separate agreement specifically identifying automated clearing house transactions.

25. Joint Accounts- When your *SoyBank Direct* service is linked to one or more of your joint accounts, we may act on the verbal, written, or electronic instructions on any authorized signer regarding your service. Accounts that require two or more signatures are not eligible to be linked to *SoyBank Direct*.

26. Third Party Data Input- You acknowledge that the services may require that data be inputted into the Program by parties other than us. In some cases, we may provide such parties with information instructing them how to input data into the Program; however, in no event shall we be liable for the accuracy, completeness, correctness or format of data input by parties other than us.

27. On-Line e-Statements/e-Notice- Account statements and notices will be delivered to you electronically in a Portable Document Format (“PDF”) that you can view, save to your computer, or print at your convenience. Any legal notices that normally accompany your mailed statement will continue either to be mailed separately or delivered to you electronically online. The following is a brief description of the various features of the Service and requirements for using the Service. From time to time, we may add to, modify, or delete any feature of the Service at our sole discretion.

You understand and agree that by enrolling in the Service, you will no longer receive an account statement or notices by mail for the accounts you specify for this service.

- A. You must be an owner or an authorized signed on all accounts you wish to receive electronically. The statement will be available for viewing by all owners or authorized signers of the account who are enrolled in *SoyBank Direct*, regardless of which owner or authorized signer enrolled for the service.
- B. Upon your sign up of the *SoyBank Direct* service, beginning with your next statement cycle, your periodic statement, and legal notices will be presented to you using the e-mail address given on the enrollment form. When your statement cycle cuts, you will be sent an e-mail with instructions to view the statement or notice from your Soy Bank Account. Once you open the e-Statement, it is decrypted by use of Acrobat Reader 7.0 or higher. To download the most current version of Acrobat, at no charge, please visit www.adobe.com
- C. We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered account statement(s) and notices. Our security consists of 128-bit encryption of the data on the e-Statement to protect it while in transit over the Internet. You understand that these industry standards are dynamic and constantly developing. By accepting this agreement, you acknowledge and understand that there are risks to the electronic delivery of account statement(s) and notices, including, but not limited to, delay or failure of delivery due to technical difficulties, weather conditions, matters beyond our reasonable control interception and/or alteration of such account statement(s) and notices by third parties despite the bank's commercially reasonable security measures. Information you provide in connection with the Service will be stored on secure server(s). These security measures are in place to keep your personal information secure so you may only use it; however, the security is contingent upon you keeping your Internet Banking User Code, and Passwords protected. You agree to contact us immediately at 217-428-7781 of any actual or suspected unauthorized use of your username or password.
- D. Your e-Statement will be dated the day the e-Statement is sent to you by e-mail ("the E-mail Date"). You must promptly review your e-Statement and any accompanying items and notify us in writing or through the secure form located on the Contact Us Page at www.soybank.com (within the applicable time periods specified in the Deposit Agreement and Disclosure and in accordance with the statement agreement located on the back of your statement) of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you have someone other than you to review your statement(s), you must still review the statement for any errors, unauthorized signature, lack of signature, alteration or other irregularity as you will be responsible for the wrongful acts of your employees and agents. Any applicable times within which you must notify us of any errors on your account statement(s) shall begin on the E-mail Date regardless of when you receive and/or open the e-Statement. Check images are available with your statement when you log on to SoyBank Internet Banking using you Internet Banking User Code and Password for you to view, print, and/or save. You may request copies of past check images. Please refer to your Deposit Agreement and Disclosure you received when opening the account for applicable fees that may apply to obtain copies of past check images.
- E. If you believe your e-Statement is lost or that someone has obtained access to your e-Statement without your permission, call our person bankers at 217-428-7781.
- F. You have the right to withdraw your consent from receiving your statement and any accompanying legal notices electronically and current paper statement charges will apply. You may withdraw your consent by calling the Contact Center at (217) 428-7781, or by mailing a signed, written revocation letter to 1501 E. Eldorado, Decatur, IL 62521. Once you discontinue this service, you will begin receiving you statements and accompanying legal notices by mail beginning with the next statement cycle and current paper statement charges will apply. The Statements that were presented online will not be mailed to you. You may request copies of past statements. Please refer to your Deposit Agreement and Disclosure you received when opening the account for applicable fees that apply for copies of past statements.

If at any time your e-mail addresses changes, you must notify us immediately by submitting a signed, written request to 1501 E. Eldorado, Decatur, IL 62521, or by calling the Contact Center at 217-428-7781.

It is your responsibility to notify us if you change your e-mail address to ensure proper delivery of account statements, notices, and disclosures. If we become aware that you are not receiving your e-Statements and notices such as your e-mails are returned undeliverable, we will try to contact you and if you cannot be reached by phone, we will send your e-Statements and notices via U.S. mail to your last address known to us. The current paper statement charges will apply.

If you have a "multiple-party account" as defined in the Deposit Agreement, your e-mail address may be changed using the procedures described about by any authorized party to your account. THE BANK SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A MULTIPLE-PARTY ACCOUNT IF THE E-MAIL ADDRESS IS CHANGED USING THE PROCEDURE SET FORTH ABOVE.

The Bank also has the right to terminate this Agreement, immediately, with or without cause, or if you fail to comply with the terms of this Agreement or any other agreement which you may have with us or any other applicable rule or regulation which may govern your account(s), including the Deposit Account Agreement and Disclosure. If we terminate this Agreement for any of these reasons, such termination shall be effective on the effective date specified in a written notice mailed to you, and not on the date when the notice is mailed or received.

- G. We make no warranties of any kind with respect to the software program used to access e-Statement services, and we do not warrant that the software program or that the e-Statement services will meet your specific requirements. We disclaim any and all implied warranties, including, but not limited to, the implied warranties for a particular purpose.
- H. Soy Capital Bank and Trust shall be responsible for (i) compliance with all state and federal laws and regulations governing banks and other financial institutions; (ii) any disclosure to its clients with respect to the e-Statement Services; and (iii) the terms and conditions of any Soy Capital Bank and Trust Product/Service.

28. Indemnification- You agree to indemnify, defend and hold Soy Capital Bank and Trust and its affiliates, officers, directors, employees, consultants, agents, service providers and licensor harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorney's fees) arising from (a) a third party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other materials submitted by you to the Service; (b) any fraud, manipulation or other breach of the Agreement by you; (c) any third party claim, action or allegations brought against Soy Capital Bank and Trust arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase or sale of any goods or services; (d) your violation of any law or rights of a third party; or (e) your use of the provision of the Service or use of your account by any third party. Soy Capital Bank and Trust reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Soy Capital Bank and Trust in asserting any available defenses. You will not settle any action or claims on Soy Capital Bank and Trust's behalf without the prior written consent of Soy Capital Bank and Trust.

29. Governing Law- This Agreement will be governed by and construed in accordance with the laws of the state of Illinois and applicable federal law.