

Home State Bank Online Access Agreement

Introduction

Before you begin using this service, please read these terms and conditions carefully. By selecting the "I Agree" button below and through the continued use of Minuteman Home Banking, you represent that you have read, and understood, and agree to be bound by these terms and conditions as amended from time to time. We encourage you to print a copy of these terms and conditions for your records. If you are unable to print, e-mail us and we will provide you with a copy.

Agreement

This Agreement, along with the Service Fee Schedule and Enrollment Form, is a contract which establishes the rules which cover your electronic access to your accounts at HOME STATE BANK, NA through MINUTEMAN HOME BANKING FOR INTERNET BANKING SYSTEM. By using MINUTEMAN HOME BANKING, you accept all the terms and conditions of this Agreement. Please read it carefully.

Definitions

As used in this Agreement, the words "we," "our," "us," and "BANK" mean HOME STATE BANK, NA. "You" and "your" refer to the accountholder authorized by BANK to use MINUTEMAN HOME BANKING under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through MINUTEMAN HOME BANKING. "Account" or "accounts" means your accounts at BANK. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, and point of sale transactions, transfers to and from your BANK accounts using MINUTEMAN HOME BANKING including bill payments.

"SYSTEM Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business days" means Monday through Friday. Federal Holidays, and Banking Holidays are not included.

The terms and conditions of the deposit agreements and disclosures for each of your BANK accounts as well as your other agreements with BANK such as loans continue to apply notwithstanding anything to the contrary in this 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 does 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 HOME STATE BANK, NA successors and assigns. Certain of the obligations of the parties pursuant to this 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 or company and HOME STATE BANK, NA with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

Access

To use the MINUTEMAN HOME BANKING, You must at least have one personal or business checking or savings account at BANK and access to the Internet to use MINUTEMAN HOME BANKING. Once we have received your signed Enrollment Form, and verified your account information, we will send you, either by e-mail or by postal mail, confirmation of our acceptance of your enrollment, along with your assigned log-in ID and temporary password. MINUTEMAN HOME BANKING can be used to access only the BANK accounts, which you have designated for access, by the MINUTEMAN HOME BANKING in your Enrollment Form. You can add or delete any of your BANK accounts from this Agreement by completing a new Enrollment

Form. Access to your accounts through MINUTEMAN HOME BANKING will be based upon the identification of users and authority levels specified by you in your Enrollment Form. We undertake no obligation to monitor transactions through MINUTEMAN HOME BANKING to determine that they are made on behalf of the accountholder.

MINUTEMAN HOME BANKING Services

You can use the MINUTEMAN HOME BANKING to check the balance of your BANK accounts, view BANK account histories, transfer funds between your BANK accounts, make stop payment requests, and pay bills from your BANK accounts in the amounts and by the dates you request if you have requested the Bill Payment Service on your Enrollment Form. The business module includes the ACH Module and Wire Transfer Module.

Hours of Access

You can use the MINUTEMAN HOME BANKING seven days a week, twenty-four hours a day, although some or all MINUTEMAN HOME BANKING services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the MINUTEMAN HOME BANKING web site.

Your Password

For security purposes, you are required to change your password upon your initial login to MINUTEMAN HOME BANKING. 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 change your password regularly. Upon three unsuccessful attempts to use your password, your access to the MINUTEMAN HOME BANKING will be revoked. To re-establish your authorization to use the MINUTEMAN HOME BANKING, you must contact us to have your password reset or to obtain a new temporary password.

We recommend that you create a user ID / 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.

Security

You understand the importance of your role in preventing misuse of your accounts through the MINUTEMAN HOME BANKING and you agree to promptly examine your paper statement for each of your BANK 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 by itself, 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 MINUTEMAN HOME BANKING is encrypted in an effort to provide transmission security and MINUTEMAN HOME BANKING utilizes identification technology to verify that the sender and receiver of MINUTEMAN HOME BANKING transmissions can be appropriately identified by each other.

Notwithstanding our efforts to insure that the MINUTEMAN HOME BANKING system 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 MINUTEMAN HOME BANKING, or e-mail transmitted to and from us, will not be monitored or read by others.

Fees and Charges

You agree to pay the fees and charges for your use of the MINUTEMAN HOME BANKING Services as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from the BANK checking account designated as the "Primary Checking Account" on your Enrollment Form. If you close your Primary Checking Account, you must contact us immediately to designate another account as your

Primary Checking Account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of the MINUTEMAN HOME BANKING.

Posting of Transfers

Transfers initiated through MINUTEMAN HOME BANKING before 6:00 p.m. (Central Standard Time) on a business day are posted to your account the same day. Transfers completed after 6:00 p.m. (Central Standard Time) on a business day, Saturday, Sunday, Federal holidays or banking holiday, will be posted on the next business day. The MINUTEMAN HOME BANKING 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 both the Transfer and Bill Payer menu options of the MINUTEMAN HOME BANKING will not reflect transfers made by multiple users from the same account if different login IDs are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

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 MINUTEMAN HOME BANKING, which would result in an overdraft of your account, may, at our discretion, be cancelled;
- c. In the event the electronic fund transfers initiated through MINUTEMAN HOME BANKING that would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

Limits on Amounts and Frequency of the MINUTEMAN HOME BANKING Transactions

The number of transfers from BANK accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. 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 held until the hold expires.

MINUTEMAN HOME BANKING Bill Payment Service

You must designate the BANK account from which the payments are to be made; the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the date you want the payment to be debited from your account. If the date you want the payment to be debited from your account is not a business day, your account will be debited the next business day. By using the MINUTEMAN HOME BANKING Payment Service option, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf. You also agree that your first MINUTEMAN HOME BANKING bill payment will be charged to your Primary Checking Account. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

The following payments are prohibited through the Bill Payment Service:

- Tax Payments and other Governmental Fees;
- Court ordered payments, alimony and child support payments and;
- Payments to Payees outside of the United States;
- Accounts that require two signatures.

Scheduling MINUTEMAN HOME BANKING Payments

If the payee is to be paid by paper check (as indicated on the Bill Payer list), you understand and agree that paper checks are mailed to the payee and the payee may not receive the payment until 5 to 8 business days after the date the payment is debited from your account. If the payee is to be paid electronically (as indicated on the Bill Payer list), you understand and agree that the payee may not receive the payment until 72 hours after the date the payment is debited from your account. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the bill payment payee to properly post a payment to your account.

How to Cancel a Bill Payment

To cancel a bill payment that you have scheduled through MINUTEMAN HOME BANKING, you must cancel the payment online via MINUTEMAN HOME BANKING (by following the onscreen instructions) one day prior to the date the payment is scheduled to be debited from your account.

Stop-Payment Requests

Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment, which has been paid electronically. You may be able to stop a MINUTEMAN HOME BANKING bill payment paid by paper draft by contacting us by telephone before the paper draft has cleared. (You will have to contact us by telephone to determine if the paper draft has cleared.) If the paper draft has not cleared, we will immediately process your stop-payment request. We will notify you immediately if the paper draft has already cleared. To be effective, this type of stop-payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment, and the ID number from the Bill Payment View Posting Screen.

You may initiate stop-payment requests online via MINUTEMAN HOME BANKING only for paper checks you have written (non-electronically) on your BANK accounts (not MINUTEMAN HOME BANKING bill payer paper drafts.) Online stop-payment requests are processed at 9:00 a.m. 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 name of the payee, the check number, the amount, and the date of the check. 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. You and we will abide by the rules and regulations (as established by the Uniform Commercial Code or other law) governing Stop-Payment Orders. To be effective, we must receive the Stop-Payment Order in time, to give us a reasonable opportunity to act on it, and before our stop-payment cutoff time. Orders are effective for 6 months after the date accepted and will automatically expire after that period unless renewed in writing.

Disclosure of Account Information and Transfers

You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, may be reported to the government. The circumstances under which we will disclose information about you, your accounts or your MINUTEMAN HOME BANKING are set forth below:

- We have entered into an agreement to have another party provide the Billpay service or receive your account information. We will provide the third party with information about your linked deposit accounts, your Services transactions, and your electronic mail messages in order to carry out your instructions;
- It is necessary for completing transfers and bill payments;
- It is necessary to verify the existence and condition of a payment account for a payee or holder of a check issued by use of the BillPay services;
- In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information;
- If you give us your written permission.

Linked Accounts

Accounts can be linked by means of the tax identification numbers of the person who are authorized to access the account. Accounts that are linked together will appear together without regard to the ownership of those accounts. This means, for example, that when an authorized representative of an account accesses the service that authorized representative will be able to view and access at a single time the following accounts:

- The accounts of the business for which that person is an authorized representative
- The accounts of any other business for which that person is an authorized representative
- And any consumer accounts for which the person is a co-owner or authorized signer.

Authorized Representatives for Business Account

If you are a business, any authorized representative of your business is authorized on such terms, conditions, and agreements as we may from time to time require to:

- Enter into this Agreement, as amended from time to time;
- Access each account of yours in any manner and for any purpose available through the service, whether now available or available at some time in the future; and
- Use any Online Financial Service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

Notices and Data Recording

Unless otherwise required by applicable law, in the event that we are required to provide a notice or other communication to you in writing, that notice or other communication may be sent to you electronically to your internet address as reflected in our then current records. The information and e-mail messages you enter on the Minuteman Home Banking may be recorded. By using Minuteman Home Banking, you consent to such recording.

Periodic Statements

You will not receive a separate MINUTEMAN HOME BANKING statement. Transfers to and from your accounts using MINUTEMAN HOME BANKING will appear on the respective periodic paper statements for your BANK accounts.

Change in Terms

We may change any term of this Agreement at any time. If the change would result in increased fees for any MINUTEMAN HOME BANKING 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 21 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 MINUTEMAN HOME BANKING web site or forward it to you by e-mail 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 MINUTEMAN HOME BANKING Services indicates your acceptance of the change in terms. We reserve 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.

Electronic Fund Transfer Provisions For Consumers - APPLICABILITY

The provisions in this section apply only to electronic fund transfers that debit or credit a consumer's checking, savings or other asset accounts and are subject to the Federal Reserve Board's Regulation E (an "EFT"). Home State Bank may, when applicable, rely on any exceptions to the provisions in this section that are contained in Regulation E. All terms not otherwise defined in this Agreement, which are defined in Regulation E, will have the same meaning when used in this section.

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. 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 paper statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper 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.

In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments

Contact us as soon as you can, if you think your paper statement is wrong, or if you need more information about a transfer listed on your paper statement. We must hear from you no later than 60 days after we sent the FIRST paper statement upon which the problem or error appeared. When you contact us:

1. Tell us your name and account number.
2. 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.
3. Tell us the dollar amount of the suspected error.
4. If the suspected error relates to a bill payment made via the MINUTEMAN HOME BANKING Bill Payment Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, and the payee account number for the payment in question. (This information appears on the Bill Payment View Posting Screen.)

If you contact us by telephone, we may require that you send us your complaint or question in the form of paper writing by postal mail or fax within 10 business days. We will communicate to you the results of our investigation within 10 business days (20 business days if the transfer involved a new account) after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (20 business days if the transfer involved a new account) 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 10 business days, we may not provisionally credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. 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. If we have made a provisional credit, a corresponding debit will be made from your account.

Our Liability for Failure to Make a Transfer

If we do not complete a transfer to or from your account, including a bill payment, 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 losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, your account does not contain enough available funds to complete the transfer or bill payment.
- If your account is legally subject to some legal process, right of set-off, or encumbrance, or if the funds in your account are not immediately available for completing transactions.

- If a legal order directs us to prohibit withdrawals from the account such as a garnishment or other legal process.
- If your account is closed, or if it has been frozen.
- If the transfer or bill payment 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.
- If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- If your computer, software, or Internet service provider fails or malfunctions.
- If any electronic terminal, telecommunication device, or any part of the MINUTEMAN HOME BANKING electronic fund transfer system is not working properly and you knew about the problem when you started the transfer or is not working properly.
- If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
- If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.
- If we make a timely bill payment but the payee, nevertheless, does not credit your payment promptly after receipt.
- If you have not properly followed the on-screen instructions for using MINUTEMAN HOME BANKING.
- 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.
- If the MINUTEMAN HOME BANKING is temporarily unable to maintenance, security reasons, or other exceptions not specifically mentioned herein.

Disclaimer of Warranty and Limitation of Liability

Notwithstanding any provision to the contrary contained in this agreement, we shall be responsible only for performing the services as expressly provided for in these terms and conditions. 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 MINUTEMAN HOME BANKING Services provided to you under this Agreement. We do not and cannot warrant that MINUTEMAN HOME BANKING will operate without errors, or that any or all MINUTEMAN HOME BANKING Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our 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 MINUTEMAN HOME BANKING, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or 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 MINUTEMAN HOME BANKING. Disputes between you and Home State Bank under this MINUTEMAN HOME BANKING Agreement and that relate to any of your Home State Bank accounts are subject to the arbitration proceedings described in the rules and regulations governing accounts.

Your Right to Terminate

You may cancel your MINUTEMAN HOME BANKING Service at any time by providing us with written notice by postal mail or fax. Your access to MINUTEMAN HOME BANKING 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.

Our Right to Terminate

You agree that we can terminate or limit your access to MINUTEMAN HOME BANKING Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your BANK accounts. MINUTEMAN HOME BANKING service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.

2. 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.
3. If you do not access your Minuteman Home Banking or Bill payment via the service for any three-month period, we may terminate your service.
4. Upon reasonable notice, for any other reason in our sole discretion.

Communications between BANK and You

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

Telephone: You can contact Customer Service at (815) 459-2000

Facsimile: You can contact us by fax at (815) 477-5848

Postal Mail: You can write to us at:

HOME STATE BANK, NA

Attn: Banking Operations

40 GRANT STREET

P.O. BOX 1738

CRYSTAL LAKE, IL 60039-1738

You may also contact us in person by visiting the bank at the above address. Our business days are Monday through Saturday. Holidays are not included.

Consent to Electronic Delivery of Notices

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the MINUTEMAN HOME BANKING or web site or by e-mail. You agree to notify us immediately of any change in your e-mail address.

Home State Bank On-Line Fees for Personal Accounts

Monthly Fees:

Minuteman Home Banking - Internet:

No Charge

Minuteman Home Banking BillPay - Internet:

No Charge

Home State Bank On-Line Fees for Business Accounts

Monthly Fees:

Minuteman Internet Banking (View Only)*:

No Charge

Minuteman Internet BillPay:

No Charge

- Additional features are available at additional costs depending on the level of service required.