

DISCLOSURE STATEMENT

First Southern Online Banking Disclosure Statement

This Disclosure Statement advises you of your rights and responsibilities under the Electronic Funds Transfer Act.

Availability of Online Banking Services

First Southern Bank Services are available to anyone who maintains a checking, savings, certificates of deposit or loan account with First Southern Bank. All individual accounts and business accounts are eligible to access through the First Southern Bank Website. To take advantage of these services and access the website, you are required to have a "Username" and a "Password." To get this information you must fill out an Online Banking Registration Form from the bank.

Consumer Liability

If you believe that your "Username" and/or "Password" have been lost or stolen, or that an unauthorized transaction has been made from any of the accounts you access through the First Southern Bank Website, NOTIFY THE BANK IMMEDIATELY. Telephoning is the best way of keeping your possible loses at a minimum. You could lose all the money in your account, plus your maximum overdraft line of credit. If you tell us within two (2) business days after you learn of the loss or theft, or unauthorized transaction, you can lose no more than \$50 if someone accessed the First Southern Bank Website without your permission. If you do NOT tell us within two (2) business days after you learn of the loss of theft of your "Username" and/or "Password", or the unauthorized transaction, and we can prove that we could have stopped the unauthorized access to our Website if you had told us, you could lose as much as \$500.

Also, if your monthly statement shows any transfer, payment or other transaction with you or an authorized person did not make, NOTIFY THE BANK IMMEDIATELY. If you do not tell us within sixty (60) days after the statement is mailed to you, you may not get any money you lost after sixty (60) days if we can prove we could have prevented someone from taking your money if you had told us in time.

For all purposes stated in this disclosure statement, you may contact First Southern Bank by calling **618-997-4341** or writing us at:

**First Southern Bank
PO Box 580
Marion IL 62959-0580**

Business Days

For purpose of these Disclosures, our business days include every weekday other than weekends and Federal Holidays.

First Southern Bank Online Banking Services

You may use the First Southern Bank Website to perform the following transactions:

- . Transfer funds between and “eligible” checking account, statement savings account, money market account and/or loan account
- . Obtain balance and transaction information from these accounts

Limitations on the use of First Southern Bank Online Banking Services

You will be denied the use of First Southern Bank Online Banking Services if you (1) do not have adequate funds available in the applicable account or available overdraft protection, or (2) do not enter the correct “Username” or “Password”. There is a limit on the number of denials permitted and you will be denied access to the service if you exceed these limits. The number of attempts permitted is not revealed for security reasons. **We reserve the right to remove a customer’s access to our Online Banking Service due to inactivity after six (6) months without notice.** Assuming you have adequate funds, there is no limit of the dollar amount of any transaction you can conduct through the First Southern Bank Website. Transfers from any Statement Savings is three (3). Transfers from Money Market accounts are limited to six (6) per month per account.

Charges

Fees for the First Southern Bank Online Banking Services and check stop payments are provided in our fee schedule. We will provide you with notice of changes in this policy as required by law.

Disclosure of Account Information

We may and will disclose information to third parties about your account(s) or the transactions you make:

1. Where it is necessary to complete the requested transactions;
2. In order to verify the existence and standing of your account(s) with us upon the request of a third party, such as a credit bureau, or a merchant or other payee;
3. If you give us your written permission; or
4. In order to comply with government agency or court order or other process, including our agency examinations and escheat reports.

Your Rights and Our Liability for Failure to Stop Payment

If you call us and make an oral stop payment request, we do require you to sign the stop payment form within fourteen (14) days after you call. Normal account charges for stop payments apply.

If you ordered us to stop a preauthorized payment three (3) business days or more before the scheduled payment and we do not stop payment, we may be liable for your losses or damages, unless we require and do not receive written confirmation of an oral stop payment request within the fourteen (14) days, or you fail to give us proper instructions that would enable us to stop the payment. Our liability for losses or damages may be limited to actual damages you have sustained if the failure to stop payment was due to bona fide error, dispute our procedures to avoid such errors.

Record of Transaction

You will receive a monthly statement showing the status of your accounts, including transactions that occurred during the past month. Transactions you have authorized through the First Southern Bank Website will be indicated on the statement.

Our Liability for Failure to Complete an Electronic Funds Transfer Transaction

If we fail to complete a transaction on time or in the correct amount, when properly instructed by you, we will be liable for certain damages proximately caused by our failure unless:

1. If, through no fault of ours, you do not have enough funds in your account to complete the transaction
2. If the transaction requested would exceed the credit limit on your overdraft line;
3. If the funds in your account are subject to legal process;
4. If your "Username" or "Password" has been reported lost or stolen and First Southern Bank Online Banking privileges have been suspended for Security reasons;
5. If we have reason to believe that the requested transaction is Unauthorized;
6. If the failure is due to an equipment or system breakdown which you knew about when you started the transaction;
7. If the failure was caused by an act of God, by a fire or other catastrophe, by an electrical or computer failure or by any other cause beyond our control, despite our having taken reasonable precautions;
8. If you attempt to complete a transaction using the First Southern Bank Online Banking Service which is not permissible transaction; or
9. If the transaction would exceed security limitations on the use of the First Southern Bank Online Banking Services.

In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite our procedures to avoid such errors.

In Case of Errors or Questions on Your Monthly Statement Including Your Online Banking Transactions

If you think your statement is wrong or if you need more information about a transaction listed on the statement, contact us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first statement on which the problem or error you are reporting appeared. When you contact us, you should provide us with the following information.

1. Tell us your name, account number and payee, if applicable;
2. Describe the error or the transaction about which you are unsure, and explain as clearly as you can why you believe it is an error or why you need more information; and
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or questions in writing within ten (10) business days.

After we received your inquiry, we will determine whether an error or unauthorized transaction occurred within ten (10) business days, we may not credit your account.

We will tell you the results of our investigation within three (3) business days after its completion. If we decide there was no error or unauthorized transaction, we will send you a written explanation. You may ask for copies of the documents that we use in our investigation. If we have credited your account with funds while investigating an error, you must repay those funds to us if we conclude an error has not occurred.

Alerts

First Southern Bank Alerts Terms and Conditions

Alerts. Your enrollment in **First Southern Bank** Online Banking and/or Mobile Banking (the “**Service**”) includes enrollment to receive transaction alerts and notifications (“**Alerts**”). Alerts are electronic notices from us that contain transactional information about your **First Southern Bank** account(s). Alerts are provided within the following categories:

- . **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have to option to suppress these Mandatory Alerts.
- . **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service account, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- . **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **Alerts** menu within **First Southern Bank** Online Banking and **Alerts** menu within **First Southern Bank** Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. **First Southern Bank** reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels (“**EndPoints**”): (a) a mobile device, by text message, (b) a mobile device, by push notifications; (c) an email account, by an e-mail message; or (d) your **First Southern Bank** Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notifications, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device’s number changes, you are

responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, **text “STOP” to 99588 at any time.** Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **First Southern Bank** Online Banking and click the box next to your mobile number for the Alerts you’d like to receive again. For help with SMS text alerts, **text “HELP” to 99588.** In case of questions, please contact customer service at **(618)997-4341.** Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. **First Southern Bank** provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **First Southern Bank’s** control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **First Southern Bank** its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys’ fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.