

Agreement/Terms & Conditions of Use

This Agreement explains the terms and conditions for accessing or using the First Savings Bank of Hegewisch ("we", "us", "First Savings Bank of Hegewisch", "Bank", and "our") website, including any pages thereof. As used in this Agreement, the terms "you" and "your" refer to each person using/accessing the Internet Banking site or maintains an account relationship with First Savings Bank of Hegewisch. THE TERMS OF THIS AGREEMENT GOVERN THE USE OF THIS WEBSITE. PLEASE READ THEM CAREFULLY BEFORE ACCESSING THE WEBSITE. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT ACCESS THE WEBSITE. BY USING OR ACCESSING THIS WEBSITE OR ANY OF ITS PAGES, YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN.

Change of Terms

First Savings Bank of Hegewisch reserves the right to modify, change, amend or delete (collectively the "Modification") any or all of this Agreement without notice to you. Such modifications shall be made in writing only. Any modifications will be effective upon posting to the website. You agree to review this Agreement periodically so that you are aware of any such modifications. No modification may be made by any course or dealing or oral representation. Your continued use of the website after any such modifications to this Agreement shall be deemed to be your acceptance of any modifications to this Agreement. If at any time the Terms and Conditions of this Agreement and the use or access of the website are not acceptable to you, you should immediately cease use of the website. You do not have the right to modify or change this Agreement in any way. Any attempt by you to do so is null and void. You agree that the above-stated standard for notice of modifications is reasonable.

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Third Party Websites and Links

From time to time, First Savings Bank of Hegewisch may place links to other websites and third parties may establish links to the Bank's website. The Bank makes no representations or warranties about any other website that you may access to, from or through this website. Unless expressly stated in writing, the Bank does not endorse, recommend or guaranty the products or services or offered by any company or person linked to this website. The Bank has no control over any other website and it is not responsible for any software or the content of any information published on the website of any third party or the operation, performance, availability or other aspects of third party websites. You assume all responsibility when you access other websites via links on this website. You should take precautions when downloading files from websites to protect your computer software and data from viruses and other destructive programs. Third party websites may be less secure than www.fsbhegwisch.com.

No Warranties

THIS WEBSITE INCLUDING, BUT NOT LIMITED TO, ANY INFORMATION CONTAINED HEREIN, THE CONTENT, PRODUCTS OR SERVICES PROVIDED ON OR IN CONNECTION WITH THIS WEBSITE ARE PROVIDED ON AN "AS IS", "AS AVIALABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. THE BANK DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS WEBSITE INCLUDING BUT NOT LIMITED TO ANY INFORMATION CONYAINED HEREIN. THE BANK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND IMPLIED WARRANTIES FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. THE BANK DOES NOT WARRANT THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. YOU, AND NOT THE BANK, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIRS OR CORRECTION. THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CORRECTNESS, COMPLETENESS, RELIABILITY, SUITABILITY, AVAILABILITY OR OPERATION OF THE WEBSITE, CONTENT, PRODUCTS OR SERVICES; YOUR USE OF THE WEBSITE CONTENT, PRODUCTS OR SERVICES OR ANY THIRD PARTY WEBSITE YOU MAY ACCESS THROUGH THIS WEBSITE.

Limitation of Liability

IN NO EVENT WILL FIRST SAVINGS BANK OF HEGEWISCH, ITS SUPPLIERS, OR LICENSORS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATES AND EACH OF THEM BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL OR LOST PROFITS (INCLUDING, BUT NOT LIMITED TO CLAIMS FOR FAILURE OF PERFORMANCE; LOSS, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF OR USE OF YOUR RECORDS OR INFORMATION; LOSS OF GOODWILL; LOSS OF DATA; USE OF OR RELIANCE ON THE CONTENT OR SERVICE; DAMAGES ASSOCIATED WITH ANY VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT; STOPPAGE OF OTHER WORK; OR IMPAIRMENT OF OTHER ASSETS) ARISING OUT OF OR RELATED TO THE USE OF, DELAY IN BEING ABLE TO USE, OR INABILITY TO USE THIS WEBSITE.

Indemnity

You agree to indemnify, defend and hold harmless First Savings Bank of Hegewisch and its officers, employees, directors, agents, licensors and affiliates and each of them, in their individual capacities or otherwise, from and against any third-party claim, liability, loss, damage, cost or expense (including without limitation reasonable attorneys' fees) arising out of or related to your negligence; your failure to comply with applicable law or regulation; your use of this website; your infringement, violation or misappropriation of any third party rights; your failure to comply with the terms of this Agreement; any third party products, services or intellectual property rights; or any products or services provided by First Savings Bank of Hegewisch.

Virus Protection

First Savings Bank of Hegewisch is not responsible for any electronic virus you may encounter using this website. We encourage you to routinely scan your computer and diskettes using reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

Applicable, Laws, Jurisdiction; Arbitration

First Savings Bank of Hegewisch controls and governs this website from its headquarters in Illinois. This Agreement shall be governed by the laws of the state of Illinois, U.S.A. as well as the federal laws of the United States of America. First Savings Bank of Hegewisch makes no representation that the Content in the website is appropriate or available for use in other locations. Those who choose to access this website from other locations do so on their own initiative and are responsible for compliance. This website is not intended for the use or distribution in or any jurisdiction for which the distribution or use of this website would violate any law, regulation, rule or ordinance. You must discontinue use of this website immediately if you are in such a jurisdiction. You agree that the use of this website involves interstate commerce and this arbitration agreement is made pursuant to the Federal Arbitration Act. You and we agree that both parties shall submit any dispute arising out of or

relating to this Agreement or the use of this website to binding arbitration by either the American Arbitration Association (“AAA”) or the National Arbitration Forum (“NAF”), including any successor organizations of either the AAA or NAF.

Such arbitration shall be conducted in accordance with the applicable rules of the arbitration organization. You and we agree that such arbitration proceeding shall take place in Cook County, Illinois or such other place as you and we may mutually agree. Judgment on the award of the arbitrator may be entered in any court having jurisdiction thereof.

Notwithstanding or limiting the previous paragraph, you expressly agree to submit to the exclusive jurisdiction of the state and federal courts located in the state of Illinois. You also expressly agree that venue for any action arising out of this Agreement shall be in a state or federal court of competent jurisdiction covering Cook County, Illinois. BOTH PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY. The prevailing party in any such action or arbitration shall be entitled to the recovery of its reasonable attorneys’ fees, costs and expenses.

Additional Agreements, Integration

This Agreement constitutes the entire understanding of the parties with respect to the use of this website and all other prior agreements, understandings and representations concerning the use of this website are cancelled in their entirety, Notwithstanding the foregoing, this Agreement is cumulative and in addition to any other agreements regarding accounts or services between you and the Bank. If there is a conflict between this Agreement and specific agreement with respect to an agreement for a particular account or agreement, the terms of the account or service agreement shall prevail but only to the extent necessary to resolve the conflict.

Survival

The provisions of this Agreement related to indemnification, limitation of liability, no warranties and arbitration shall survive the termination of this Agreement; the closing of any account; and the cessation of use of the website.

Severability

If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be deemed reformed to the extent, and only to the extent, necessary to render it valid and enforceable under applicable law. If such reformation is not possible, then the provision shall be deemed severed and the remainder of this Agreement shall remain in full force and effect to the fullest extent possible.