

## ONLINE BANKING SERVICE AGREEMENT

Effective Date: September 1, 2020

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### What This Agreement Covers

This Agreement between you and the bank governs your use of Online Banking Services ("Service"). These services permit you to perform a number of banking functions through the use of a personal computer, or for some functions, a mobile device on Account linked to Service. It also contains important disclosure information relating to electronic funds transfers made through the Service.

### Accepting the Agreement

By subscribing to the Service or using the Service to access Account information, or to make any transfer between Accounts or payment to a third party ("Payee(s)"), you agree to the terms of this Agreement. Access to Account information, transfers between Accounts and payments to Payees drawn on or debited against your Accounts, are referred to as "Transactions." "Services Guide" means any other instructions, software and manuals, including those online, relating to the Service. "Agreement" means this Online Banking Agreement and the Services Guide, as may be amended or replaced. By using any new services that are made available, you agree to be bound by any terms and conditions that we communicate to you concerning the services.

"Account(s)" mean the checking, Money Market, savings accounts, or other accounts designated by you for access through the Service, including your designated Payment Account. In our sole discretion, we may refuse to include, or may exclude from continued use, an Account in the Service. The words "we", "us" and "our" refer to First National Bank or First Savings Bank, the bank which holds the Deposit Accounts accessed by the Service, and any agent, independent contractor or assignee the bank may, in its sole discretion, involve in the provision of the Service. The words "you" and "your" refer to each person subscribing to the Service and each person who uses the Service with the permission of the subscriber.

Much of our relationship with you is regulated by state and federal law, including the Uniform Commercial Code, and regulations of the Federal Reserve System, other regulatory agencies and clearinghouse associations. These laws and regulations, as well as the terms of the Agreement, may change from time to time without notice to you unless required by law. Your continued use of the Service following receipt of the Agreement or notice of a change is considered acceptance of the Agreement or change. Notice of a change may be made by mail or electronically. The Agreements that apply to your Accounts with us, including, but not limited to, The Account Agreement, apply to all Transactions made on the Accounts through the Service.

**We encourage you to keep this Agreement for your records. If you have any questions, ask any Financial Service Representative for assistance.**

## ONLINE BANKING SERVICES

### Online Banking

You may use the Service to:

- **Access your Account Online.** You may obtain account balances and Transaction information including access to your periodic statements, for your Accounts.
- **Transfer funds between your Deposit Accounts.** A request to transfer funds between Accounts may not result in an immediate transfer or immediate funds availability because of the time required to process the files. If there are not available funds in the Deposit Account from which a transfer is being made at the time the transfer is processed, the transfer will be canceled and we will not make the transfer at a later date. You may schedule transfers for future dates. Requests made after 5:00 p.m. Central Time or on a non-Business Day will be considered made for the next Business Day.

Federal law requires financial institutions to limit you to no more than six (6) preauthorized transfers in any calendar month, statement cycle (the period from one statement to the next) or similar period made from a savings or money market accounts. Each transfer is counted as one of the six (6) limited transactions permitted, as described in the Deposit Account Agreement and Disclosure. You may be subject to account conversion or closure if you exceed the transaction limit.

- **Request Stop Payment.** You can request a stop payment on-line. The use of your password to request the stop payment is considered a signed statement by you. Stop payments are not guaranteed, but the bank will attempt to honor your request for items not already accepted for processing. Stop Payments for checks are effective for six (6) months from the date you place the stop payment on-line, stop payments for ACH/EFT items are effective until the consumer notifies the institution payment should resume or releases the stop payment in writing. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account.

**Attention: South Dakota and Colorado Customers.** South Dakota and Colorado law does not allow use of a password to secure a stop payment order for longer than 14 days. You may enter a stop payment via Internet Banking. However, the bank will send a stop payment verification form to you and you must sign and return to the bank within 14 days in order for the stop payment order to be effective for six months from the date you place the stop payment order on-line. A stop payment order will lapse automatically after fourteen (14) calendar days if you do not confirm the on-line stop payment in writing.

### Bill Payment Services

In addition to the Online Banking features listed above, customers with eligible deposit accounts may also use the optional Bill Payment Service. The bank offers Bill Payment Service as a feature of our Online Banking Service. You may use this Online Bill Pay Service to pay your bills, view ebills online, and access your accounts. The Bill Payment Service is offered through CheckFree Services Corporation ("CheckFree"). The bank and/or CheckFree reserve the right to deny enrollment in the Bill Payment Service at any time or deny access to any account chosen for use in the Service for any reason at any time.

When scheduling payments you must select an Estimated Arrival Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select an Estimated Arrival Date that is at least one (1)

Business Day before the actual Due Date. When scheduling payments, you will be shown the earliest possible Estimated Arrival Date you payment can be scheduled for each Biller. The number of Business Days in advance of the Estimated Arrival Date that payments must be scheduled for processing may vary by Biller between one (1) and four (4) Business Days. Some Billers may have made special arrangements with us to receive payments in less than four Business Days. You may change the Estimated Arrival Date shown for any Biller to a later business date of your choice when you schedule payments to them. Payments where the Biller requires payment stubs, coupons or remittance slips may require additional time to post, as Online Bill Pays do not provide such documentation. If you are aware that a Payee requires such documentation, you agree to select an Estimated Arrival Date to the Biller at least five (5) Business Days in advance of the Due Date. Occasionally a Biller may choose not to participate in the Online Bill Pay Service, or may require additional information before accepting payments. The Service will work with these Billers to encourage them to accept electronic check payments from the Service. If we are unsuccessful, or if we determine that the Biller cannot process payments in a timely manner, we may decline future payments to such Biller.

There is no cost to send bill payments except when a rush delivery is required. An overnight check is \$14.95 and a same day payment is \$9.95.

E-Bills are a feature of the Bill Payment Service in which participating Payees will send an electronic version of the bill. The payee bill summary and bill detail information are available.

YOU MUST COMPLY WITH THE BILL PAYMENT SCHEDULING INSTRUCTIONS OR ASSUME ALL RISK PERTAINING TO FINANCE OR ANY OTHER CHARGES THAT THE PAYEE/MERCHANT MIGHT IMPOSE.

By participating in Bill Payment Service and E-Bills, you are agreeing to the terms and conditions presented during the enrollment process.

#### **Email/Mobile Transfer Network Service (PopMoney)**

The Email/Mobile Transfers allows you to send money from your Account to another customers Account or a customer of another U.S. based bank by using a recipient's email addresses or mobile phone number. Another customer or a customer of another U.S. based bank may also send money to your personal Account using your email address or mobile phone number. In order to send or receive money transfers, you must register through Online Banking from your personal computer or mobile banking from your mobile device. Please note that there are dollar amount and other limits for these transfers.

PopMoney fees are \$.50 per transaction.

#### **Electronic Fund Transfers (EFT) Provisions for Consumers**

##### **Applicability**

The terms and conditions apply only to electronic fund transfers that debit or credit a Consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). We may, when applicable, rely on any exceptions to the provisions in this Section that are in Regulation E. All terms in this Section not defined in this Agreement which are defined in Regulation E will have the meaning given in Regulation E.

##### **Your liability for unauthorized EFTs**

Your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

- If you notify us within 2 Business Days after learning of the loss or theft of your password, your liability will not exceed the lesser of \$50 or the amount of unauthorized EFTs that occur before notice to us.
- If you fail to notify us within 2 Business Days after learning of the loss or theft of your password, your liability will not exceed the lesser of \$500 or the sum of:
  - \$50 or the amount of unauthorized EFTs that occur within the 2 Business Days, whichever is less; and
  - the amount of unauthorized EFTs that occur after the close of 2 Business Days and before notice to us, provided we establish that these EFTs would not have occurred had you notified us within that 2-day period.
- You must report an unauthorized EFT that appears on a periodic statement within 60 days of our transmittal of the statement to avoid liability for subsequent transfers. If you fail to do so, your liability will not exceed the amount of the unauthorized EFTs that occur after the close of the 60 days and before notice to us, and that we establish would not have occurred had you notified us within the 60-day period. You may, as applicable, also be liable for the amounts described in the immediately preceding sections 1 or 2 above.
- If your delay in notifying us was due to extenuating circumstances, we will extend the times specified in the immediately preceding paragraphs 1, 2, or 3 above to a reasonable period.
- You may notify us in person, by telephone, by email during a secure session using the appropriate form, or in writing.
- The telephone number and addresses of the person or office in which your Account is held to be notified when you believe that an unauthorized EFT has been or may be made are:
  - 1-800-555-6895,
  - First National Bank Pierre customers, P.O. Box 730, Pierre, SD 57501
  - First National Bank Fulda customers, P.O. Box P, Fulda, MN 56131
  - First Savings Bank Beresford customers, P.O. Box 431, Beresford, SD 57004

### **Our Liability for Failure to Make Transfers**

If we do not complete a Transaction to or from your Account on time or in the correct amount according to this Agreement, we will be liable for your actual losses, if any, as provided by applicable laws and regulations. However, there are some exceptions. We will **not** be liable for instance:

- If, through no fault of ours, you do not have enough available funds in your Account to complete a Transaction on that Account.
- If the Transaction would be over the limit of your available credit limit.
- If you have not properly followed instructions for using the Service, or if your computer, software, related equipment, electrical power or telephone service fails or malfunctions.
- If the money in your Accounts is subject to legal process or other claim restricting such transfer.
- If the Service was not working properly and you knew about the breakdown when you started the Transaction.
- If circumstances beyond our control (such as fire, telecommunication outages and malfunctions, or natural disasters) prevent the proper execution of the transaction and the bank has taken reasonable precautions to avoid those circumstances.

### **In case of errors or questions about your EFTs**

For all Eligible Accounts, if you think your electronic transfer statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt, call your local bank or 1-800-555-6895

or the number listed on the statement for your Account, or write us at the address listed above as soon as possible.

We must hear from you no later than 60 days after the date we send the first statement on which the problem or error appeared:

- Your name and account number
- The date and dollar amount of the transaction in question
- Describe the error or the Transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

If you tell us orally, we may require that you send your complaint or question in writing within 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 to conduct our investigation, however, we will notify you of our need for an extension, which may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 within 10 Business Days, we may not credit your account.

For electronic fund transfer errors that occurred within 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, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error. We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you an explanation. You may ask for copies of the documents that we used in the investigation.

### **Confidentiality**

We will disclose information to third parties about your Account or the transfer you make:

- To complete transfers as necessary
- To verify the existence and condition of your Account upon the request of a third party, such as a credit bureau or merchant, or
- To comply with government agency or court orders; or
- If you give us your written permission

### **Documentation**

- The cardholder will receive a receipt each time an ATM is used to make an electronic transfer to or from your Eligible Account, unless the cardholder is notified otherwise before completing the transaction. However, receipts for transactions of \$15.00 or less may not always be available. The receipt is evidence of the transaction as recorded by the ATM or the Service, as applicable. All transactions are subject to posting, final payment or verification, as applicable. You can use the receipt to reconcile the statement for the Eligible Account.
- You have the right to find out whether an EFT was credited to your Eligible Account. Please contact the bank at the number listed above to find out whether or not the deposit has been made.
- We will send you a monthly statement if there are EFTs in a particular month. Otherwise, we will send you a statement at least quarterly.

### **Notice of change in amount**

If you authorize a person to regularly debit your Eligible Account and the amount varies from the previous amount debited, the person debiting your Eligible Account is required to tell you, at least 10 days before each debit, when the debit will be made and how much it will be.

### **Stop payment of preauthorized EFTs**

You may place a stop payment order on preauthorized EFTs by calling the bank at the number listed on the statement for your Eligible Account at least 3 Business Days prior to the scheduled transfer date. We require your name and the Account number associated with the transfer, and the exact (a) name of the payee, (b) the exact payment amount, and (c) scheduled transfer date. Failure to provide correct and complete information may make it impossible for us to stop payment of the preauthorized EFT. You agree to indemnify and hold us harmless from and against any loss incurred by us as a result of our paying an EFT if any of the information relied upon in the stop payment order is incorrect or incomplete (or as a result of our not paying a preauthorized EFT for which a valid stop payment order is in effect). If we pay a preauthorized EFT despite a valid stop payment order, we will be liable for your losses or damages.

### **Alerts**

Your enrollment in our 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 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 the 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 accounts, 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 our Online Banking and Alert menu within our 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. The 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 notification; (c) an email account, by an e-mail message; or (d) your 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 notification, 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 995-88 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 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 995-88. In case of questions please contact customer service at 1-800-555-6895. Our participating carriers include (but are not limited to) AT&T®, Sprint®, T-Mobile®, and Verizon®.

**Limitations.** The 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 the Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold the 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.

**Message and data rates may apply.**

### **EStatements**

You are consenting to receive Bank eStatements to replace your mailed (paper) statement with an electronic version (PDF) that you can view, save to your computer or print at your convenience. Your eStatement will replace all of your future paper Account statements. You are consenting to electronic delivery of Account-related notices and other regulatory information that you would normally receive in the envelope with your paper Account statements (collectively, "regulatory inserts"). You understand and agree that we may provide to you in electronic format only, by posting the information through Online Banking or via email, all Agreements, disclosures, notices, statements and other information and communications regarding your current and future accounts, services and products.

The receipt and use of eStatements requires that you have (i) access to a computer with an active internet connection and required browser; (ii) from which you can access your personal e-mail; and (iii) in a location where you are comfortable viewing personal financial information. It is not recommended that you use a computer to which other individuals or members of the general public also have access ("Public Computer") because of an increased information security risks and the increased likelihood that your confidential information may be made available to others.

E-mail delivery of the notification for your Account statement(s) can offer significant advantages in terms of speed and convenience. Generally, we can make available eStatements to you within one business day of the end of the statement period. You will be able to print eStatements in print-friendly Portable Document

Format ("PDF"), provided that your computer has a browser that is able to view and print dynamically-generated PDF. You may save eStatements by downloading and saving the documents in PDF format the way you would any other file from the Web. In order to generate the PDF version, you will need to have Adobe Acrobat Reader on your computer.

### **Description of Service**

E-mail notices will be sent for Accounts with online eStatements. We will maintain online access to each eStatement for a period of up to 18 months from the date on which your eStatement is made available.

You understand that an eStatement will consist of what you currently receive in the mail. If you currently receive imaged copies of checks with your paper statement, then the same will be available with your eStatement. If you currently do not receive images of checks with your paper statement, then check images will not be available with your eStatement.

We often include with your paper Account statement other periodic notices. For short, we refer to these as "regulatory inserts." When you consent to electronic delivery of your Account statements, you will also be consenting to electronic delivery of regulatory inserts. This includes required disclosures such as changes to Bank customer policies (e.g., Account maintenance fees or privacy policy), summaries of updated Account features, and amendments to your Account Agreements. The e-mail notification that your eStatement is ready will include any regulatory inserts that accompany your Account statement.

You can turn off eStatement at any time by contacting Us and will not be charged a fee for doing so. When you turn off eStatements, you will automatically begin receiving mailed (paper) statements with your next statement cycle. Additional fees, which may be then in effect for paper (mailed) statements, will apply.

### **E-mail Communications**

You must provide us a correct e-mail address that will be used to deliver e-mail notifications when a new statement is available to view online.

By accepting Online Banking Service Agreement and Electronic Statement Disclosure, you are verifying that as of the date of your acceptance, you have provided us with your most current physical address and mailing address (if different) information, and you agree to promptly notify us of any change to either of those addresses. You agree that we will be deemed to have acted reasonably if we attempt to deliver the e-mail notice to your e-mail address you provided us.

Should you change your e-mail address for any reason, you agree to notify us immediately to ensure that your Service and our communication are not interrupted. You may change your e-mail address within Online Banking, by calling your local bank or calling 1-800-555-6895.

### **Equipment and Access**

You understand that you are responsible for installation, maintenance and operation of your computer and its software. We are not responsible for any errors or failures to your computer or its software. You are responsible for accessing, opening and reading statements. It is your responsibility to notify us if any statement is not accessible, is incomplete or is unreadable. In the event any of the above problems exist and you are unable to retrieve a copy of your statement, we will supply a paper copy of your statement at your request; however, a fee may apply subject to our current schedule of fees and we may not be able to provide you with that statement if a substantial period of time has passed from when that statement was first made available to you. We are not accepting any responsibility to archive your statement beyond the time required by applicable law.



You understand that you must complete the entire registration process to affirm your ability to receive, open and view your eStatement electronically.

## **NOTICES AND COMMUNICATION**

### **Notices**

Except as otherwise provided in the Agreement, all notices required to be sent to you will be effective when we mail or deliver them to your last known mail or e-mail address that we have for you in our records. You agree that we may send or provide by electronic communication any notice, communication, amendment or replacement to the Agreement, or disclosure required to be provided orally or in writing to you. You agree to receive any electronic messages sent to you and will not attempt to avoid receiving any messages. You are deemed to have received any electronic messages sent to you when they are made available to you. Except as otherwise provided in this Agreement, any notice that you send to us shall be effective when received by us at the address specified in this Agreement.

### **E-mail**

We preserve the content of your e-mail, your e-mail address and our response so that we can more efficiently handle any follow-up questions you may have. We also do this to meet legal and regulatory requirements. If we think that a particular account or service might apply to your situation, we may occasionally contact you at your e-mail address to inform you of potential benefits and availability.

As part of this Agreement you agree we are permitted to send messages about bank products and services that may fit your needs to the e-mail address you provide in connection with online banking and eStatements. You may elect to not receive such messages at any point by calling us at 1-888-555-6895. Any such messages we send will also explain how you can stop receiving these messages.

If you send e-mail to us, please remember that e-mail is not secure against interception. If your e-mail contains information that is very sensitive or includes personal information such as your Account numbers, credit/debit card number, or social security number, you may want to send this information via postal mail.

For secure transmissions, your e-mails to us should be sent through our Contact Us pages. We may respond to your request using our secure email system in order to maintain confidentiality. You may also contact us by phone, U.S. mail or by visiting your nearest branch. See our Contact Us link on our website.

### **Surveys**

The information you provide on surveys and promotions on our web site will be used for internal marketing purposes, including developing web site information and services that you may find helpful. In addition, we may inform you of new accounts and services we may offer in the future based on the information you provide to us.

## **SECURITY**

### **Security**

Regardless of whether you are using a Public Computer or your own private computer, you are responsible for protecting the confidentiality of your User Name, Password and Token. We urge you to use maximum caution in protecting this information.

Internet connections can be insecure and may provide the opportunity for the unauthorized interception, diversion, access or disclosure of your private information. Computers are regularly subjected to attacks by third-parties attempting to obtain unauthorized access to your private information through malicious software, malware, spyware or other electronic means. Reasonable steps have been taken by the bank to protect our mail and web servers by utilizing malicious detection software; but you are required to take all necessary steps to ensure that no virus contamination occurs on your electronic devices. The bank highly recommends that you routinely scan your systems and removable media using systems protection software to detect and remove any malicious software. Undetected or un-repaired malicious software may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the malicious software to other systems. You are responsible for maintaining protection against unauthorized third-party access to your private information stored on or transmitted to and from your computer, any Public Computer, or electronic device which you choose to use. The bank is not responsible for any loss, financial loss, injury or damage, whether direct or indirect, special or consequential, arising in any way out of the installation, use or maintenance of your PC, electronic device or related software, including without limitation that use of any information obtained by a third-party from your PC by any means including that obtained by the use of any malicious computer code or program.

#### **Passwords and/or Personal Identification Numbers (PIN)**

Passwords and/or Personal Identification Number(s) ("PIN") are provided for your use and protection. You must change the password and/or PIN to a unique number at the time you first use the Service. You shall select a password which will be used to access information. The password will consist of 8 characters both alpha and numeric. Two characters must be alpha and two (2) characters must be numeric. You will be required to change your password on a periodic basis. You are responsible for all transfers made using your password. You shall not make available a written record of your password and will not otherwise disclose your password, and **you acknowledge that disclosure of your password to others may result in unauthorized uses for which you may be fully liable.** You assume complete responsibility for adequately securing your access to and use in connection therewith. You will call the Bank IMMEDIATELY if you believe that your password has been or may be used without your permission. You may call your local bank or (800) 555-6895.

All use of the Internet Services and requests made by means of your password (regardless of the person so using the password) shall be deemed authorized by you, and the bank may so treat such use of Internet Services as bank allowed use of your password by someone other than you. Except in the case of gross negligence or willful misconduct of the bank, which allows use of your password by someone other than you, you assume all risks and liability with respect to use of the Internet Services communicated to us except in encrypted form. Once you change your password we will not be able to tell you what it is. However, we can assist you in establishing a new one. **Bank will never contact you via phone or e-mail requesting login and password information. Any request of login or password information should be considered fraudulent. Bank will not direct you to a link to a website within an email message.**

You agree to: (a) not disclose the password and/or PIN or otherwise make it available to anyone else; (b) use the password and/or PIN as instructed in the Services Guide; (c) immediately notify us of any loss or theft of the password and/or PIN; and (d) be liable for the password and/or PIN and for its authorized use and for its unauthorized use as described in this Agreement. Unless you notify us as provided in this Agreement, you acknowledge that we are entitled to rely on the use of your password and/or PIN as your authorization for any Transaction through the Service. You are responsible for all Transactions you initiate or authorize using the Service. If you permit any other person to use the Service or your password and/or

PIN, you will have authorized that person to access your Accounts and you are responsible for all Transactions that person initiates or authorizes from your Accounts.

We reserve the right to implement additional security procedures, such as limiting the frequency and dollar amount of Transactions from your Accounts for security reasons.

## **PRIVACY**

### **Protecting Your Privacy**

Federal law gives you the right to limit some but not all sharing. We are required to tell you how we collect, share and protect your personal and financial information.

### **Recognition of a Customer's Expectation of Privacy**

We recognize the importance of keeping your personal and financial information accurate and confidential at all times. We handle this information carefully because we value the trust you place in us when you decide to become our customer.

### **Categories of information we collect**

The personal and financial information about you we collect can include:

- Social Security Number and Income
- Account Balances and Payment History
- Credit History and Credit Scores

### **Collection, Retention, and Use of Customer Information**

We collect, retain, and use information about you in accordance with regulatory requirements, to enhance the quality of service and products we provide, and to inform you about additional opportunities that may be beneficial.

### **Categories of information we can share and you cannot limit the sharing:**

The reasons we can share your personal information include:

- For our everyday business purposes such as to process your Transactions, maintain your Account(s), respond to court orders and legal investigations or report to credit bureaus.
- For our marketing purposes to offer our products and services to you.

If you decide to close your Account(s) or become an inactive customer, we will continue to adhere to the terms of this Privacy Policy.

### **Maintaining Customer Privacy In Business Relationships With Third Parties**

We may disclose all of the information we collect, as described above, to companies that provide us with products or services that help us furnish banking services to you (for example, check printers, appraisers, loan processors, etc.). If we do so, we will insist (through a written Agreement) that such person follow privacy principles similar to those stated in this Privacy Policy.

### **Maintenance of Accurate Information**

We continually strive to maintain complete and accurate information about you and your Accounts. If you ever believe that our records contain inaccurate or incomplete information, please notify us. We will investigate your concerns and correct any inaccuracies.

## Confidentiality and Security

We maintain physical, electronic, and procedural safeguards that comply with Federal regulations to guard your personal and financial information. Our employees do not access your personal or financial information unless they have a business reason to have access to this information. We educate our employees on the importance of maintaining the confidentiality of your personal and financial information and on this Privacy Policy.

## Privacy Information Specific to Internet Usage

1. When you visit our website, we want to assure you that we adhere to this Privacy Policy.
2. We collect and store information about "hits" on our website for internal review purposes only. Such information may include the name of the domain from which you access the Internet (such as Compuserve.com or att.net), the date and time you access our site, and the Internet address of the website from which you linked to us. This information enables us to see how you use our website and keep our website user-friendly.
3. Our website does not require you disclose any personally identifying information. However, if you do provide personal information, such as your mailing and e-mail address, telephone and fax numbers, or demographic and customer identification, we will not disclose (share, sell, or divulge) it to persons outside our family of banks except:
  - a. In order to complete a Transaction initiated by you
  - b. At your request
  - c. In response to legal process (for example, a subpoena that complies with applicable right to financial privacy laws)
  - d. To persons who provide us with products or services that help us furnish banking services to you (for example, check printers, appraisers, loan processors, etc.)
4. In order to provide better service, we will use a "cookie." A cookie is a small piece of information, which a website stores on your PC for later retrieval. The cookie cannot be read by a website other than the one that set the cookie. We use cookies for a number of administrative purposes, for example, to store preferences for certain kinds of information so that it does not have to be input for every visit someone makes to our site. Some cookies last only through a single session, or visit. None will contain information that will enable anyone to contact the visitor via telephone, e-mail, or regular mail. In addition, web browsers can be set to inform the visitor when cookies are set or to prevent cookies from being set.

## Disclosures

This Privacy Policy will be provided to each new customer at the time the customer relationship is established. The Privacy Policy is available on our website. Anyone may receive a copy of this Privacy Policy upon request.

## OTHER TERMS AND CONDITIONS

### Business Days

"Business Days" are Monday through Friday, except legal holidays. You can use the Service on the days and during the hours specified in the Services Guide, except during maintenance periods. However, we can process Transactions only on Business Days. "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions. There are some holidays when the bank may close at 12:00 p.m. CST. Teller transactions that occur on after 12:00 p.m.

CST and Electronic Banking transaction that occur after 5:00 p.m. CST on these days are considered next Business Day.

### **Changes to the Agreement**

Much of our relationship with you is regulated by state and federal law, including the Uniform Commercial Code, and regulations of the Federal Reserve System, other regulatory agencies and clearinghouse associations. These laws and regulations, as well as the terms of the Agreement, may change from time to time without notice to you unless required by law. The website will be updated on or before the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule, or regulation requires that it be updated at an earlier time. If such a change is made, and it cannot be disclosed without jeopardizing the security of the system, this Agreement will be updated within 30 days after the change. Your continued use of the Service following receipt of the Agreement or notice of a change is considered acceptance of the Agreement or change. Except as otherwise required by law, any change to this Agreement applies only to transactions that occur, or claims that arise, after the amendment becomes effective.

### **Termination of This Agreement**

You may terminate your use of the Service at any time by writing Customer Service at your local bank. We may terminate your use of the Service, in whole or in part, at any time without prior notice. Your access to the Service will be terminated automatically if the Account is closed, or access to the Account is restricted for any reason. If you terminate the Service, you authorize us to continue making transfers and payments you have previously authorized until such time as we have had a reasonable opportunity to act upon your termination notice, not to be less than 5 Business Days. Once we have acted upon your termination notice, we will make no further transfer or payment from your Account, including any transfer or payment you have previously authorized. If we terminate your use of the Service, we reserve the right to make no further transfers or payments from your Accounts, including any Transactions you have previously authorized. If you would like to transfer the Service to a different account with us, you must provide 10 Business Days advance written notice. Termination will not affect your liability or obligations under the Agreement.

### **Fees**

Fees separately disclosed to you in connection with an Account or Online Service apply when using the Service. Additional fees may apply to specific services. Other fees may be assessed and billed separately by your internet, telephone, and/or mobile device service provider.

### **Governing Law/Severability**

The Agreement shall be governed by the laws of the state in which the Payment Account was opened and applicable Federal laws and regulations. If any provision of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

### **Assignment**

You may not assign the Agreement to any other party. We may assign the Agreement or delegate any or all of our rights and responsibilities under the Agreement to any third parties.

### **Waivers**

No provision or requirement of this Agreement shall be deemed waived by the Bank except pursuant to a written Agreement of waiver executed by an authorized officer of the Bank.

## Remedies

No delay or omission by us in exercising any rights or remedies under the Agreement shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of any other right or remedy. No waiver shall be valid unless signed in writing by us.

## Additional responsibilities

This Agreement does not supersede Deposit Account Agreements, any signature card rules and regulations, Loan Agreements, or any other Agreements you may have with bank. All such Agreements, rules, and regulations now or hereafter governing accounts will remain in full force and effect after the execution of this Agreement except as the same may be modified or terminated according to their terms or applicable rule or regulation. Nothing herein shall in any manner be deemed to obligate the bank to extend credit to you.

You shall be responsible for:

- Additions, amending, re-authorizing or rescinding, by written notice to the bank immediately upon a change in authorization to engage in Internet services. You authorize the bank to rely upon authorized representative information on file with the bank until such time as it is amended, re-authorized or rescinded by your and written notice of such change is received by the bank.
- You warrant and covenant that each authorized representative shall be an authorized signatory for such Deposit account as reflected on a signature card currently on file with the bank. In addition, you warrant and covenant that for each authorized representative who will have the authority to borrow money under or in connection with a Loan account, such person shall be authorized by authorization currently on file with the bank to borrow money from the bank on behalf of you.
- Actions that may be taken by anyone using the Service after signing in with your username and password. We are entitled to rely and act upon instructions received under your username and password.
- Keepings your username and password confidential and for ensuring that you have signed off from the Service when your session is complete to prevent unauthorized persons from using the Service.
- Providing all telephone and other equipment, software (other than what is provided by us) and services necessary to access the Service.

You agree that you will be the only user of your username and password, that you will not transfer or disclose any of this information to any other person, and that you will be responsible for all usage of the Service and any fees associated with use of other services accessed through the Service on your Account whether or not authorized by you. You agree to immediately notify the Bank and report any actual or suspected unauthorized use of your username and password.

You agree to provide true, accurate, current and complete information about yourself as requested and you agree to not misrepresent your liability.

You will:

- Not use the Service for any illegal purposes;
- Comply with all regulations, policies and procedures of networks through which you access and use the Service;
- Not use the Service for any activity or use that may disrupt the Service or the networks through which you access or use the Service; and

- Not access or attempt to access any Service Account for which you have no access authorization, or duplicate, modify, distribute or display any of the data or files from any such Account.

### **Limitation of Liability**

Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by the Service or the use of the Service or arising in any way out of the installation, operation, or maintenance of your computer or related equipment.

Bank will not be liable to you or any third party for any inaccuracy, interruption or delay in transmission, including electronic mail transmissions, caused by circumstances beyond Bank's reasonable control.

Bank will not be liable to you for any lost profits or consequential, special, or punitive damages arising out of, resulting from, or in any way connected with the performance or breach of this Agreement.

Bank will not be liable to you for any damages caused by or arising from your failure to follow Internet procedures.

### **Disclaimer of Warranty**

Bank makes no warranties or representations with respect to Internet services, program, or, express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that the Service will be uninterrupted or error free, that defects will be corrected, or that our Website that makes the Service available is free of viruses or other harmful components.

### **Your Liability For Unauthorized Transactions**

Tell us AT ONCE if you believe there has been an unauthorized Transaction from your Account. Telephoning is the best way of keeping possible losses down. If you tell us within 2 Business Days after you learn of the loss or theft, you can lose no more than \$50 if someone deposited, withdrew or transferred funds without your permission. If you do NOT tell us within 2 Business Days after you learn of the loss or theft and we can prove we could have stopped someone from transferring funds without your permission if you had told us, you could lose as much as \$500. Also, if your Account statement shows Transactions that you did not make, tell 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 after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

### **Error Resolution Procedures**

In cases of errors or questions about your electronic Transactions, telephone us at 1-800-555-6895 or write us as soon as possible, if you think your statement is wrong or if you need more information about a Transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. If you tell us verbally, we may require that you send your complaint or question in writing within 10 Business Days. When you contact us, please provide the following information.

- Your name and account number
- The date and dollar amount of the transaction in question
- The transaction number assigned by Online Banking, if available
- Describe the error or the Transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

Generally, we will tell you the results of our investigation 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 45 calendar days to investigate your complaint or question. If we decide to do this, we will re-credit your Account within 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 within 10 Business Days, we may not re-credit your Account. If the Transaction involved was a point-of-sale Transaction or a Transaction initiated outside the United States, the above time periods may be extended as follows: 10 business days may be extended to 20 business days and 45 business days may be extended to 90 days.

If we decide that there was no error, we will send you a written explanation within 3 Business Days after we finish our investigation. You may ask for copies of documents that we used in our investigation.

#### **Amendment and Cancellation Rights**

You may discontinue the electronic delivery of statements through the bank by requesting this change through a Bank Representative. We reserve the right to continue sending e-mail notices of amendments to any electronic Agreement at the e-mail address the customer has provided. The bank will not impose any fees for the cancellation of eStatement delivery; however, certain statement fees may apply subject to our current fee schedule.

#### **Entire Agreement**

The Agreement is the complete and exclusive Agreement between you and us relating to the Services.

#### **Acceptance of Terms and Conditions**

By selecting "Accept", you agree that you have read and understood the terms and conditions set forth in this Agreement and you accept this Agreement without modification. By accepting this Agreement, you consent to the electronic delivery of statements and other bank related documents. You understand this Agreement is effective at the date and time of the Bank's receipt of this electronic Agreement and signature. If you do not agree to the terms and conditions of this Agreement, you should select "Decline" and you will not be enrolled in this Service.



## ONLINE BANKING SERVICE AGREEMENT ADDENDUM FOR BUSINESSES

Effective April 1, 2013

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This addendum to the Online Banking Service Agreement sets forth the terms for your use of the Online Business Banking. Except where modified by this Addendum, all the existing terms and conditions of your Online Banking Service Agreement remain in effect.

### Creating and Managing Authorized Client Administrators and Client Users

Each Client ("Business Customer") is required to establish Client Administrators and Client Users ("Business Employees") for the purposes of Online Banking. Client Administrators will be named and approved on the PC Execubanc Authorization Resolution. This resolution allows Client Administrators to grant online account access to Client Users. Any designated Client Administrator has sole discretion to authorize Client Users to have Internet access to all or only part of Online Banking Service. The resolution must be approved by the Client's board of directors and signed by the Secretary of the board or if the Client does not have a board, another officer must attest to the resolution prior to Client Administrator or Client User access.

You understand and agree that you are solely responsible for the delegation, review, modification and revocation of authority to any Client Administrator and you shall be liable for all actions of any Client User regarding your account.

To establish access to Online Banking, a Client or Client Administrator shall contact a Financial Service Representative who will complete a set of Client Worksheets indicating what access a Client User has.

### Online Business Banking

Authorized Client Users can use Online Banking to:

- Obtain balance and posted transaction information on Eligible Accounts
- Schedule recurring, one-time or future dated internal or external transfers of funds between eligible Business Accounts and/or Eligible Loan Accounts
- To request a stop payment
- To pay bills
- To export transactions
- To deposit items using Execu-Posit our Remote Deposit Capture solution.

Client User access is subject to the limitations set forth in the Client Worksheets.

Client Users may access eligible Accounts through Online Banking seven days a week. Any same day or one time transfer between Checking, Savings, and Loan(s) accounts by a Client User before 5:00 p.m. CST on a Business Day is posted to the Business Account and/or Eligible Loan Account the same day. Any same day or one time transfer initiated by a Client User after 5:00 p.m. CST on Business Day or at any time on a Saturday, Sunday, or banking holiday will be posted on the next Business Day. All future dated or recurring transfers scheduled for a Saturday, Sunday or banking holiday will be posted on the following Business Day. After a transfer has been processed, the transfer request cannot be reversed.

All future dated or recurring transfers scheduled for a Business Day will be posted on that date; all future dated or recurring transfers scheduled for a Saturday, Sunday or banking holiday will be posted on the following Business Day. After a transfer has been processed, the transfer request cannot be reversed.

If you request to initiate external transfers, you must contact the bank and sign an ACH Agreement. All external transfer requests ("ACH transfers") should be made by giving 24 hour advance notice of the transfer. ACH transfers have a 4:30 p.m. CST cut-off time. Any ACH transfer request made after 4:30 p.m. CST will be processed on the next Business Day. Wire transfers have a 2:00 p.m. CST cut-off time.

Any transaction that requires approval by a second Client User will be considered to be in a pending status and will not be acted upon by the bank until the required approval is electronically obtained.

Customer acknowledges that if bill payment or ACH file access is granted with the username and password, authorized Client Users will have access to set up payments to and from Client accounts to ANY individual or business.

### **Multiple Entities**

If you have enrolled more than one organization or individual under a single Client User, you represent and warrant that you have the authority to bind each such organization and individual to the terms hereof and that the Client User has authority to act on behalf of all such organizations and individuals (including, but not limited to, by assigning Client User access to the accounts of all such organizations and individuals), and you agree that each organization and individual shall be jointly and severally liable hereunder.

### **Rights and Responsibilities**

Client warrants and covenants that it will use Online Business Banking Service for commercial or business purposes only and that neither Online Business Banking nor the Accounts will be used for consumer, personal or household purposes.

You are responsible for all acts and omissions of your officers, directors, partners, employees, agents, representatives and contractors, including your Client Administrators and Client Users (collectively, your "Personnel"). We are entitled, without further inquiry by investigation, to assume that the actions of your Personnel are appropriate and authorized by you. You are strongly advised to establish and maintain policies and procedures and accounting and auditing controls that will prevent (or at least allow the early detection of) fraud or other unauthorized activity by your Personnel. As between you and us, you agree to accept sole responsibility for losses attributable to the acts and omissions of your Personnel.

### **Fees**

Please contact your Financial Service Representative for a current list of fees relating to Service. All fees are subject to change from time to time.

### **Termination of This Agreement**

You may terminate your use of the Service by contacting Customer Service at your local bank. We may terminate your use of the Service, in whole or in part, at any time without prior notice. Your access to the Service will be terminated automatically if the Account is closed, or access to the Account is restricted for any reason. If you terminate the Service, you authorize us to continue making transfers and payments you have previously submitted and authorized. Once we have acted upon your termination notice, we will make no further transfer or payment from your Account, including any transfer or payment you have previously authorized. If we terminate your use of the Service, we reserve the right to make no further transfers or payments from your Accounts, including any Transactions you have previously authorized. If you would like to transfer the Service to a different account with us, you must contact Customer Service. Termination will not affect your liability or obligations under the Agreement.