

First Security Bank & Trust  
809 Clark Street  
Charles City, IA 50616  
(641) 228-2343 or (800) 272-0159  
[www.1stsecurity.bank](http://www.1stsecurity.bank)

## Online Banking Agreement

### INTRODUCTION

This Agreement is a contract that establishes the rules that govern the Electronic access to your accounts at First Security Bank & Trust through First Security Bank & Trust's Online Banking System. By using the system, you accept all the terms and conditions of this agreement. Please read it carefully or print out for your records. The terms and conditions of the deposit agreements and disclosures for each of your Bank accounts as well as other agreements with First Security Bank & Trust, such as loans, safe deposit boxes, etc., continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement will be governed by and interpreted in accordance with Federal laws and regulations, or to the extent there is no applicable Federal law or regulation, by the laws of the State of Iowa. By accepting and using the service, you agree to use the service only for bonafide and lawful purposes permitted under this Agreement.

### DEFINITIONS

As used in this agreement, the words "we", "our", "us", and "Bank" mean First Security Bank & Trust. "You" and "your" refer to the accountholder(s) authorized by the Bank to use the system under this agreement, and anyone else authorized by accountholder to exercise control over accountholder(s) funds through the use of the system. The word "system" refers to First Security Bank & Trust's Online Banking System. "Account" or "accounts" mean your account(s) at First Security Bank & Trust. "Electronic Funds Transfers" means any ATM withdrawals, pre-authorized transactions, point of sale transactions, and transfers to and from your bank account(s) using the system. "Business day" means any Monday through Friday, excluding Federal Holidays.

### ENROLLMENT

Following your acceptance of the terms and conditions of this Agreement, the bank will initially authenticate you to access the Online Banking system. You will then be given the opportunity to select and enter a User ID and a personal password of your choice. You understand your User ID and password are how First Security Bank & Trust will authenticate you in the future. When you subsequently use the Online Banking system, you will need to enter your User ID and password to gain access to your accounts. You understand that you are responsible for safeguarding your User ID and password. By accessing the Online Banking system with your User ID and password, you are agreeing the bank will rely on such access as confirmation that you have authorized all activity conducted following such access. The system initially allows access to accounts on which you are a primary or secondary owner. If you have other accounts that are not initially viewable you must contact the Bank if you would like to access them. We will then review the account to determine what access you are allowed based on that account's agreement.

#### DESCRIPTION OF SERVICES

Account access via First Security Bank & Trust's Online Banking System allows you to:

- \* View account balances and transaction history
- \* Transfer funds between First Security Bank & Trust accounts
- \* Transfer funds between First Security Bank & Trust accounts and your accounts at another financial institution.
- \* Make First Security Bank & Trust loan payments
- \* View previous statements
- \* Download account transactions

Bill Pay services through First Security Bank & Trust's Online Banking System allow you to:

- \* Pay bills to most merchants, individuals, and organizations
- \* Set up recurring payments
- \* Retain payment history
- \* Retain record of payees

#### ACCESS

To use this service, you must have a computer with access to the Internet using an Internet browser with 128-bit encryption. Secure e-mail is provided through the Online Banking service and is accessible after you log on to the service. Please be aware that general or public e-mail transmissions are not secure. Therefore, to ensure the security of your account information you are required to use the secure e-mail within the Online Banking system when asking specific questions about your account(s). E-mail cannot be used to initiate transactions on your account(s). For banking transactions, you must use the appropriate functions within the service or call First Security Bank & Trust customer service.

#### USER ID / PASSWORDS

Your User ID must contain at least 6 Alpha/Numeric characters. Your password must contain at least 9 characters with at least 1 uppercase letter, 1 lowercase letter, 1 number, and 1 special character. The punctuation character tilde (~) cannot be used. The identity of the password is not communicated to us. Your password should not be associated with commonly known personal identification such as birth date, social security number, address, etc. Your password should be memorized, not written. 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. You agree to change your password regularly. You agree to notify us immediately upon theft or compromise of your password or upon discovery of any transactions that you did not authorize. Upon three unsuccessful log-on attempts, your access to the system will be temporarily locked. The account will unlock after 30 minutes, at which time you may reenter your password if you know it, or establish a new password by using the "Forgot Password" link on the webpage. To re-establish access immediately, you must contact us to have your password reset.

#### SECURITY

You understand the importance of your role in preventing the misuse of your accounts through the system and agree to promptly examine your statement for each of your Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account, account number and personal identification information such as your social security number. You understand that identification information by itself, or along with account information, may allow unauthorized access to your account. Your User ID and password are intended to provide security against unauthorized entry and access to your accounts. We undertake no obligation to monitor transactions

through the system to determine that they are made on behalf of the account holder. Data transferred via the system is encrypted to provide transmission security. The system utilizes identification technology to verify that the sender and recipient of any system transmissions can be appropriately identified by each other.

#### VIRUS PROTECTION

The Bank is not responsible for any electronic viruses that you may encounter. We encourage users to routinely scan their personal computers using a reliable virus detection product. Viruses should be isolated and removed. Undetected and/or un-repaired viruses may lead to corrupted files, programs and even your hardware.

#### SYSTEM SERVICES

You can use the system to check the balance in your bank accounts, view bank account histories, order checks, download your history, initiate bill payments to most merchants, individuals & organizations, transfer funds between accounts, make loan payments, place stop payments, and change your phone number or e-mail address. You must place a stop payment in time for us to receive your request 3 business days or more before the payment is scheduled to be made. Transactions initiated through the system before 5:00 PM Central Time on a business day will be posted to your accounts the same day. Transfers completed after 5:00 PM or on a non-business day (Saturday, Sunday, or Federal Holiday) will be posted to your account the next business day. You may use the system seven (7) days per week, twenty-four (24) hours per day. However, some or all system functions and services may not be available occasionally due to emergency or scheduled maintenance. We agree to post notices on the system website or send you an e-mail, if your e-mail address has been provided, if the system will be unavailable for any extended period of time.

#### BILL PAYMENT

Bill Payment via First Security Bank & Trust's Online Banking System is an optional service. Bill payments are made from your designated account for the amount requested by you to the scheduled payee through First Security Bank & Trust's Bill Payment Service. You must be an owner of the designated Bill Payment account. There is no limit to the number of payments that may be authorized, or number of payees you can pay through Bill Payment. You may post most merchants and individuals using First Security Bank & Trust's Bill Payment Service, however, you may not use Bill Payment to pay taxes, court ordered payments, or any governmental agency. Payments made through First Security Bank & Trust's Bill Payment Service require sufficient time for your payee to credit your account properly. To avoid incurring a finance charge or other charge, you must schedule a payment sufficiently in advance of the due date of the payment. When you schedule a payment you must schedule the payment at least five business days prior to the date the payment is due at your payee. By scheduling payments and submitting your payees' information including their addresses, you authorize us to follow the payment instructions to these payees. When we receive a payment instruction, we will remit funds to the payee on your behalf, from the funds in your designated payment account on the day you have instructed them to be sent. The Bank is under no obligation to notify you if it does not complete a payment because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the payment or for rescheduling the payment through Bill Payment. To protect your account, you agree that we can terminate your Bill Payment Service if you do not use it for 4 consecutive months. First Security Bank & Trust will cancel your Bill Payment Service automatically.

#### FEES AND CHARGES

There is no charge to you for use of the Online Banking system. Fees to place stop payments and use of the TransferNow service apply. See Fees and Charges schedule for more information. All other regular account service fees apply and will be deducted from the account you designated in your original account agreement. You are responsible for Internet and telephone service fees you incur in connection with your use of the system.

#### LIMITS ON THE FREQUENCY AND AMOUNT OF TRANSACTIONS

The number of transfers, types of transfer from Bank accounts, and the amounts that may be transferred are limited pursuant to your applicable deposit agreement and disclosures for those accounts. Please see your disclosures for details (you received these disclosures when you opened the account). If a hold has been placed on the funds in your account, you cannot transfer any of the funds subject to the hold.

#### DISCLOSURE OF ACCOUNT INFORMATION

Information about your accounts and the transactions that you make will be disclosed to third parties only:

1. If it is necessary to complete the transaction.
2. If it is necessary to verify the existence and condition of your account to a third party such as a merchant or credit bureau.
3. To comply with a governmental agency and/or court order.
4. If permission is given to us by you.

#### PRIVACY STATEMENTS

First Security Bank & Trust understands how important privacy is to our customers. We have taken steps to ensure the privacy and security of your personal and financial dealings with us. Our customer privacy statement may be obtained by clicking on the "Privacy Policy" link found at the bottom of each page of our website.

#### OTHER AGREEMENTS

In addition to this Online Banking Services Agreement, you agree to be bound by and will comply with the requirements of the applicable Deposit Account Agreement and Disclosure including your signature card and any change of terms notices, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, the terms of any credit agreements you have with the Bank and all applicable state and federal laws and regulations. We also agree to be bound by these terms.

#### PERIODIC STATEMENTS

Transfers, withdrawals, and bill payments transacted through Online Banking will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. If you receive a statement less frequently than monthly, you will receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement.

#### CHANGE IN TERMS

We may change any term of this agreement at any time. If the change would result in an increased fee, increased liability to you, fewer types of transactions, or stricter limitations on the frequency or dollar amount of the transfers, we agree to give you notice at least 30 days before making the change. We need not give you notice if the change is necessary to maintain the security of your account or our electronic funds transfer system. We will post any required notice of change on our website, or forward it to you by e-mail or postal mail. If advance notice of the change is not required, we will

notify you of the change in terms within 30 days after the effective date of the change. Your continued use of any or all of the system services subject to the change indicates your acceptance of the change in terms. We reserve the right to waive, reduce, or reverse charges and fees in individual situations. Any prior waiver, reduction of or reversal does not bind us to make a similar waiver, reduction or reversal in the future. You agree that applicable deposit agreements and disclosures govern any changes in fees applicable to specific accounts.

First Security Bank & Trust may, from time to time, introduce new Online Banking services. We shall update this Online Banking Services Agreement to notify you of these new services. By using these services when they become available, you agree to be bound by the rules contained in this Agreement.

#### LIABILITY FOR FAILURE TO MAKE A TRANSFER

If we fail to make a transfer on time and/or in the correct amount, 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 if, for instance:

- \* Through no fault of ours, you do not have enough money in your account to make the transfer.
- \* If a legal order directs us to prohibit withdrawals from your account(s).
- \* If your account(s) have been frozen or closed.
- \* If the transfer will allow you to exceed your credit limit set up to cover overdrafts.
- \* If you, or anyone authorized by you, commits fraud or violates any law or regulation.
- \* If the electronic terminal, telecommunication device, or any other part of the system is not working properly, and you knew about the problem prior to making the transfer.
- \* If you have provided us with incomplete or inaccurate information for the transfer.
- \* If you have not properly followed the on screen instructions for use of the system.
- \* If circumstances beyond our control, such as fire, flood, interruption in telephone service, interruption of electrical service, etc. prevent the transfer despite reasonable precautions we have made.

#### YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

CONTACT US AT ONCE if you think your password has been lost, stolen, used without your authorization or otherwise compromised. Also contact us at once if someone has or you believe will transfer money from your account without your consent. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all of the money in your account(s) plus your maximum line of credit, if any. If you contact us within two (2) business days after you learn of the loss of your PIN, password or other access device, you can lose no more than \$50 if someone accesses your account without your permission. If you do not contact us within two (2) business days after discovery of the loss, theft, compromise, or unauthorized use of your password, User ID, PIN and/or other access device, and we prove that we could have stopped the unauthorized access to your account had we learned the information, your loss could be as much as \$500. Also, if your statement shows transfers you did not make, contact us at once. If you do not notify us within sixty (60) days after the statement is transmitted to you, you may not get back any money you lost through transactions made after the sixty (60) day time period, if we can prove that we could have prevented the loss if you had told us in time. If a good reason, such as a hospital stay or long trip, keeps you from notifying us, we will extend the time periods.

If you believe unauthorized access has occurred, call or write us at the telephone number or address listed at the beginning of this disclosure.

#### IN CASE OF ERRORS OR QUESTIONS

Telephone us at 800-272-0159 or 641-228-2343 or write us at First Security Bank & Trust, 809 Clark Street, Charles City, IA 50616 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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 there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within the 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 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 errors involving new accounts, point-of-sale, or foreign 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. 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 of 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.

#### DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

We make no warranty of any kind, express or implied, including warranty of merchantability, or fitness for a particular purpose, in connection with the system services provided to you under this agreement. We do not and cannot warrant that the system will operate without errors and/or that the system will be operational and available 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 your use of the system. Our officers, directors, employees, agents, or contractors shall not be liable for loss of profits, revenue, data or use by you or any third party, whether in an action in contract, tort or based upon a warranty, unless provided for in this agreement or required by law. Further, in no event shall the liability of the Bank and its affiliates exceed the amount paid by you for services provided you through the use of the system.

#### TERMINATION

You may cancel your system service at any time by providing us with written notice by mail. Your access to the system will be suspended within three (3) business days of receipt of your instructions to cancel the service. You will be responsible for all fees and services outstanding and incurred prior to the date of cancellation. In the event that you close your account, you will

also be responsible for ensuring that you have sufficient funds to cover any transactions incurred prior to termination of your service agreement and/or account closing. You agree that we can terminate or limit your access to system services under the following conditions:

1. Without prior notice, if you have insufficient funds in any one of your bank accounts. System service may be reinstated at our sole discretion once sufficient funds are available to cover any fees, pending transfers and debits.
2. Upon three (3) business days' prior notice, if you have not contacted us to designate a new Primary Account immediately after you close your Primary Account.
3. If you do not log into the system for 6 consecutive months.
4. Upon reasonable notice for any other reason under our sole discretion.

You agree that we can terminate your Bill Payment Service under the following condition:

1. You do not use your Bill Payment Service for 4 consecutive months. First Security Bank & Trust will cancel your Bill Payment Service automatically. This is a security control that is implemented to protect your account.

#### 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 funds transfer disclosures, may be made electronically by posting the notice on the Online Banking website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

### **TRANSFERNOW SERVICE ADDITIONAL TERMS**

#### INTRODUCTION

The TransferNow Service enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

#### DEFINITIONS

"Account" means a checking, money market, savings, or loan account that is either a Recipient Account or a Transaction Account. "Transaction Account" is the Account from which your funds will be debited, your TransferNow Service fees will be automatically debited, or to which funds will be returned.

"Recipient Account" is the account to which your funds will be credited.

"Transfer Instruction" is the information provided by you to the TransferNow Service for a transfer of funds to a Recipient Account.

#### TRANSFER AUTHORIZATION AND PROCESSING

You represent and warrant that you are either the sole owner or a joint owner (and not a joint tenant) of the Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds from the Transaction Account to the Recipient Account. If you are a joint owner of the Transaction Account, Recipient Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the Recipient Account is located in the United States.

When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit your applicable Account for any Service Fees. You also authorize us to reverse a transfer from your Recipient Account if the debit is returned from the Transaction Account for any reason, including but not limited to nonsufficient funds.

We may, at our sole discretion, impose limits on the amount of money you can transfer through our TransferNow Service. We also reserve the right to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that the Recipient Account is closed or otherwise unavailable to us.

#### **Alerts Terms and Conditions**

**Alerts.** Your enrollment in First Security Bank and Trust 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 Security Bank and Trust account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. 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 Security Bank and Trust 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 First Security Bank and Trust Online Banking message inbox. 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 65958 at anytime. 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 Security Bank and Trust Online Banking. For help with SMS text alerts, text "HELP" to 65958. In case of questions please contact customer service at (800) 272-0159. Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.



**Limitations.** First Security Bank and Trust 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 Security Bank and Trust's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold First Security Bank and Trust, 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.

#### YOUR RESPONSIBILITIES FOR ACCURATE INFORMATION

We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Transaction Account does not contain sufficient funds to complete the transfer;
2. The TransferNow Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
3. The transfer is refused;
4. You have not provided us with the correct information, including but not limited to the correct Transaction Account or Recipient Account information; and/or,
5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

It is your responsibility to ensure the accuracy of any information that you enter into the TransferNow Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

#### TRANSFER CANCELLATION REQUESTS AND REFUSED TRANSFERS

You may cancel a transfer at any time until it begins processing. We will, to the extent permitted by law, make reasonable attempts to return any

unclaimed, refused, refunded, prohibited, or denied transfer to your Transaction Account. If this is unsuccessful (for example, the Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

#### STOP PAYMENT REQUESTS

If you desire to stop any transfer that has already been processed, you must contact us. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

#### REFUSED TRANSFERS

We reserve the right to refuse any transfer. We will notify you promptly if we decide to refuse to transfer funds. This notification is not required if you attempt to make a prohibited transfer under this Agreement.

#### RETURNED TRANSFERS

In using the TransferNow Service, you understand transfers may be returned for various reasons such as, but not limited to, the Recipient Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Recipient Account or void the transfer and credit your Transaction Account. You may receive notification from us.

#### SERVICE FEES AND ADDITIONAL CHARGES

You are responsible for paying all fees associated with your use of the TransferNow Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site and as set out in the applicable fee schedule. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider.