

# Iowa State Savings Bank

## Digital Banking Terms and Conditions

### Introduction

Please review this Agreement carefully. This Digital Banking Terms and Conditions ("Agreement") governs the use of the Digital Banking Services ("Services") provided by Iowa State Savings Bank, Creston, Iowa hereafter referred to as "Bank." By utilizing any of these Services, you acknowledge electronic receipt of the Agreement and agree to adhere to its terms.

This Agreement outlines your rights and responsibilities as a user of the Digital Banking, Bill Payment and Presentment ("Bill Pay"), Online Statements, and other Services provided by Bank. It also delineates the rights and obligations of Bank. You further acknowledge that Bank is not obligated to furnish you with an additional paper (non-electronic) copy of this Agreement, any modifications to the Agreement, or any legally mandated notices or disclosures, unless specifically requested. Additionally, you have the option to print a physical copy of this Agreement using your browser's print command and a printer or save it digitally on your computer or mobile device.

Please note that certain aspects of your use of Digital Banking services may be subject to the provisions of Regulation E (Reg E), which governs electronic fund transfers. By using Digital Banking, you acknowledge and agree to comply with the requirements of Reg E as applicable to your transactions.

Furthermore, Digital Banking services may be subject to the provisions of the Electronic Signatures in Global and National Commerce Act (ESIGN Act). The ESIGN Act facilitates the use of electronic records and signatures in interstate and foreign commerce. By using Digital Banking, you acknowledge and agree to the applicability of the ESIGN Act to electronic transactions conducted through the Services.

### Definitions

- **"You," "your," "I," "me," "my," "they," "their,"** and **"myself"** refers to each Bank account holder and to each authorized person who uses Digital Banking Services for that account.
- **"Digital Banking Services"** refers to the online banking services provided by the Bank including access to the Bank's mobile app.
- **"Digital Banking Profile" or "profile"** means the details used to establish access to your account(s) using the Digital Banking Services platform.

- **"Account(s)"** means the deposit and/or loan account(s) you have established with the Bank.
- **"Transfer" or "Transaction"** means any action I initiate, request or conduct using Digital Banking Services, including but not limited to any Electronic Funds Transfers.
- **"Mobile App"** refers to the software application provided by Bank that enables you to access Digital Banking Services and perform various financial transactions on their compatible mobile devices, such as smartphones and tablets.
- **"Mobile Deposit"** is a feature offered in the Bank's mobile app that enables you to deposit checks electronically by capturing images of the checks using their mobile device's camera.
- **"Customer"** refers to any individual or entity enrolled in Digital Banking Services, also known as an "end user."
- **"Credentials"** include usernames, passwords, PINs, and any other security information used to access Digital Banking.
- **"Bill Payment and Presentment"** is a service that allows you to pay bills electronically and receive bills from billers through the digital banking platform. Also referred to as "Bill Pay."
- **"Online Statements"** are electronic statements provided to you through the digital banking platform instead of paper statements. Also referred to as "eStatements."
- **"Peer-to-Peer Payments"** is a service that allows you to transfer funds directly to other individuals' bank accounts using their mobile device or online banking.
- **"Alerts"** and **"Notifications"** are messages sent to notify you of profile and/or account activity, such as deposits, withdrawals, low balance alerts and updates or changes to Digital Banking Services.
- **"Multi-Factor Authentication"** is a security measure that requires you to provide two or more forms of identification to access their accounts, typically combining something they know (password) with something they have (SMS code) or something they are (biometric data).
- **"Biometric Authentication"** is a security feature that uses unique biological characteristics such as fingerprints or facial recognition to verify your identity.
- **"Third Party Services"** are services provided by third-party vendors or partners that are integrated into the digital banking platform, such as budgeting tools or Bill Pay services.
- **"Payee"** denotes the recipient of a bill payment.
- **"Payment Instructions"** are the information provided for a bill payment, including payee details, payment amount, account number, payment date, and login credentials (if applicable).
- **"Payment Account"** is your designated checking account or, if necessary, savings account or line of credit used for bill payments.
- **"Scheduled Payment Date"** is the chosen business day for processing bill payments and debiting the payment account and does not reflect the date the payment is made to the payee.

## Eligibility

To use the Digital Banking Services, you must have a valid account with the Bank or be authorized by an authorized signer on a valid account. By using the Services, you represent and warrant that you are authorized to access the accounts associated with the Services.

## Registration

To access the Digital Banking Services, you are required to register and create a profile. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

## Acceptance of Terms

By accessing or using the Digital Banking Services, you agree to be bound by the terms and conditions of this Agreement. If you do not agree with any part of this Agreement, you must not use the Services.

## Security

You are responsible for maintaining the confidentiality of your account and Digital Banking profile information, including your username, password, and any other authentication credentials. You agree to notify the Bank immediately of any unauthorized use of your Digital Banking Services or any other breach of security.

If you have opted to use the Mobile App, you acknowledge that you bear full responsibility for promptly notifying the Bank in the event of loss, theft, change, or destruction of their Mobile Device associated with the telephone number provided to the Bank for Mobile Banking Services registration. You understand that failure to notify the Bank promptly may result in the non-receipt of crucial SMS text messages and potential interception of such messages by unauthorized third parties. Additionally, you may be subject to SMS text messaging fees, even if they do not receive the messages. You acknowledge that the Bank bears no responsibility for any costs, expenses, liabilities, or damages incurred due to their failure to receive SMS text messages, interception of SMS text messages by unauthorized parties, or any fees associated with SMS text messages they did not receive.

## Access to Services

To access Digital Banking Services, you are required to have an internet connection and access to a device with either an up-to-date browser or the latest version of the Mobile App. Please note that older devices, browsers, or Mobile App versions may not be compatible with our Digital Banking platform. It is your responsibility to ensure that your devices and software are regularly updated to maintain compatibility with Digital Banking Services.

You will log in with a unique username and password or other authorized Digital Banking credentials. Digital Banking is accessible 24 hours a day, seven days a week. However, there may be brief periods of suspension of Services for maintenance, software updates, and revisions.

For transactional purposes, the Bank's business days are Monday through Friday, excluding federal holidays. Our business hours are from 8:30 a.m. to 4:00 p.m. Monday through Friday. While ATMs, POS terminals, Telephone Banking System, Digital Banking, and Bill Payment and Presentment are generally available, they may not always be accessible 24 hours a day, seven days a week. Transfers made through Digital Banking after 4:00 p.m. will be processed on the next business day.

## Use of Services

You agree to use the Digital Banking Services only for lawful purposes and in accordance with this Agreement. You agree not to use the Services in any manner that could damage, disable, overburden, or impair the Services. Furthermore, you agree not to use Digital Banking Services to initiate any transactions that violate any laws of the State of Iowa or the United States. It is your responsibility to ensure that your use of Digital Banking Services complies with all applicable laws, rules, and regulations, including, but not limited to, any export controls, such as the export of products and information containing encryption technology.

You acknowledge and agree that you must comply with such export control laws and agree not to export or re-export any encryption technology related to or within Digital Banking Services to countries or persons prohibited under applicable law. By using the Services, you represent that you are not in a country where such export is prohibited. This paragraph shall not be construed to mean, and the Bank hereby disclaims any such representation, that any content or use of the Digital Banking Services is appropriate or available for use in locations outside of the United States. Accessing the Digital Banking Services from locations where its contents or use is illegal is prohibited by the Bank. If you choose to access the Digital Banking Services from locations outside the United States, you understand that you do so at your own risk and that you are responsible for compliance with any applicable local laws.

## Bank's Use of Third-Party Service Providers

In our commitment to providing you with efficient and enhanced Digital Banking Services, we may engage third-party service providers to assist with various aspects of these services. These third parties may offer services including, but not limited to, payment processing, data analysis, email delivery, hosting services, customer service, and marketing efforts.

We carefully select our third-party service providers and establish agreements that require them to maintain the confidentiality and security of any personal information they process on our behalf. These providers are only given the information necessary to perform their specific services and are prohibited from using it for any other purpose.

By using our Online Banking Services, you consent to our sharing of your information with these third-party service providers under the terms and conditions outlined above. We are committed to ensuring the integrity and security of your personal data in all transactions, recognizing the trust you place in us.

In the event that Bank determines, in its sole discretion, that it is unable to provide third-party services access, Bank may discontinue the related Digital Banking Services(s) or may provide the Digital Banking Service(s) through alternate third-party networks. I understand that Bank shall have no liability for the unavailability of access during any transition period.

## Other Agreements and Governing Policies

### A. Relationship to Other Agreements:

Your Deposit Account(s), Loan Account(s), or any other accounts accessed through Digital Banking Services continue to be governed by any applicable depository, loan, or other agreements. You understand that your execution of this Agreement does not alter any terms and conditions of other agreements governing my Bank accounts unless expressly altered herein.

### B. Privacy Policy:

Bank's Privacy Policy provides the information required under the Consumer Financial Protection Bureau's Regulation P concerning customer privacy. I understand that Bank may initiate communications to me via mail, email, and short message service ("SMS") text messaging for any purpose within the limits of the Bank's Privacy Policy and this Agreement.

### C. Access to Agreements and Statements:

I understand that these agreements and statements are available for my review on the Bank's website. It is my responsibility to read and understand these related agreements and statements before using Digital Banking Services.

## Fees

Accessing my accounts through Digital Banking Services does not incur a service charge. I may be subject to normal account fees and service charges. Making payments or transfers from a savings or money market account through Digital Banking Services may result in an excess transaction fee; I should refer to the respective account agreement or Schedule for details.

Additional fees may apply for certain self-service features offered through Digital Banking Services, such as stop payment requests, check copy orders, new check orders, account statement copies, or any other services for which the Bank chooses to charge a fee; I should consult the relevant account agreement to determine if my accounts are subject to these fees.

Scheduling payments or transfers from my accounts with insufficient available balance may result in an NSF or overdraft fee. The Bank may charge a research fee as specified in any applicable Schedule. I acknowledge that the Bank may impose additional fees for using Digital Banking Services and that I may be subject to other applicable fees related to transactions as outlined in any relevant agreement. Fees related to transactions will be automatically deducted on the account statement date for the provided Digital Banking Services account or on the date the Digital Banking Service is provided.

## Changes and Modifications

Bank reserves the right to modify or update the Digital Banking Services and this Agreement at any time. You may be notified of changes via email or through the Digital Banking platform. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. If the changes to this Agreement are adverse to you, the Bank will provide at least thirty (30) days notice prior to the effective date of the change. Notification sent to my Primary Email Address that the Bank has on record will be considered acceptable. If you disagree with the changes, you can revoke your access to the Digital Banking Services. If you continue to use the Digital Banking Services, after the effective date of the change, you will have accepted the changes to this Agreement. The Bank reserves the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

## Electronic Notices

By agreeing to these terms and conditions, you consent to receive electronic notices and communications from the Bank regarding your Digital Banking Services. Electronic notice methods include but are not limited to email, text message, and notification banners within Digital Banking. These electronic notices may include, but are not limited to, updates to the terms and conditions, changes in fees or services, security alerts, and other important information related to your account(s) and Digital Banking profile. You understand and agree that electronic notices will be considered effective upon transmission, and it is your responsibility to regularly check your email or Digital Banking platform for any such notices.

## Liability

### A. Consumer Liability

You are responsible for:

- Unauthorized transactions resulting from negligence in safeguarding your Digital Banking credentials.
- Promptly reporting any unauthorized access or suspicious activity on your account(s) to the Bank.
- Reviewing your account statements regularly and reporting any discrepancies or errors to the Bank in a timely manner.

## B. Bank Liability

This section explains the Bank's liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall the Bank be liable to you for failure to provide access to your accounts via the Digital Banking Services platform. Unless otherwise required by applicable law, the Bank is only responsible for performing the Digital Banking Services as delineated in this Agreement. The Bank will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence. The Bank will not be liable for reasons including but not limited to:

- If through no fault of the Bank, you do not have enough money in your account to make the transfer.
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
- If there is a hold on your account, or if access to your account or Digital Banking Services is blocked, in accordance with banking policy.
- If your funds are subject to a legal proceeding or other encumbrance is restricting the transfer.
- If your transfer authorization terminates by operation of law.
- If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
- If you have not properly followed the instructions on how to make a transfer included in this Agreement.
- If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

## Error Resolution

If you believe there is an error in your Digital Banking transactions (including Digital Banking transfers or Bill Payments), or if you have inquiries about a transaction listed on your statement or receipt, please contact us promptly or visit your nearest location (see "Contacting Iowa State Savings Bank Customer Service" at the end of this Agreement). While transactions may occasionally appear incorrectly in your digital banking records due to processing delays or technical issues, your official statement from the Bank serves as the final

authority on your account activity. It is important to notify us no later than 60 days after you received access to the first statement on which the problem or error appeared.

When contacting us, please provide the following information:

1. Your name and account number (if applicable).
2. A clear description of the error or the transaction you are uncertain about, along with an explanation of why you believe it is an error or why you need additional information.
3. The dollar amount of the suspected error.
4. Any other information Bank deems worthy of resolving the error.

If you notify us verbally, we may request that you submit your complaint or question in writing within 10 business days. We will investigate and determine whether an error occurred within 10 business days (or within 20 business days if the transaction involved a new account) after receiving your notification, and we will promptly correct any identified errors.

Should further investigation be required, we may extend the investigation period up to 45 days (or up to 90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer). During this time, if we require additional time to complete our investigation, we will credit your account within 10 business days (or within 20 business days if the transfer involved a new account) for the amount in question. If we request that you submit your complaint or question in writing and do not receive it within 10 business days, we may withhold crediting your account.

For new accounts, an account is considered new for 30 days after the initial deposit is made, for new customers. We will provide you with the investigation results within three business days of completing our investigation. If we determine that no error occurred, we will send you a written explanation. You have the right to request copies of the documents used in our investigation.

## Customer Contact Information

Please ensure that updates to your contact information are made promptly to facilitate uninterrupted and secure Digital Banking Services. It is your responsibility to ensure that all your contact information associated with your Digital Banking Services account is current and accurate. This includes, but is not limited to, your primary email address, mailing address, and telephone numbers. Prompt notification of any changes is essential for receiving important account notifications and maintaining effective communication.

Should there be any changes to your contact details, you must update your information through the Digital Banking portal or by contacting customer service directly. Failure to keep your contact information up to date may result in delayed receipt of critical account information and notifications, which could affect your account management and the security of your transactions.



The Bank is not responsible for any loss or delay in communication resulting from your failure to provide accurate and updated contact information. In the event of suspected or actual fraud or security threats to your account, the Bank's ability to contact you promptly with this information is crucial for preventing or addressing such issues effectively.

You understand and agree that Bank is not liable or otherwise responsible if you do not receive such notification via email, phone, or mail because you have changed your contact information and not informed Bank of such change.

## Disclosure of Information

Bank may collect and use personal information provided by customers in accordance with its Privacy Policy. By using the Digital Banking Services, you consent to the collection, use, and disclosure of your information as described in the Privacy Policy.

We will only disclose information to third parties about your account or transfers you make under the following circumstances:

- Where it is necessary for the provision of Digital Banking and for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government or court orders, or other reporting requirements;
- If you give us your explicit written permission;
- To Bank affiliated companies as outlined in the Bank's Privacy Policy.

## Your Responsibilities

As a user of Digital Banking services, you have certain responsibilities to ensure the security of your Profile and account(s) and the integrity of the banking system. These responsibilities include, but are not limited to:

- You should keep your Digital Banking Credentials, as well as your profile, personal, and account information, confidential and private. To that end, do not share your credentials with anyone.
- Keeping your computer or personal devices secure by not leaving your devices unattended while logged in to Digital Banking.
- Ensuring that your account information is not accessible to unauthorized individuals.
- Refraining from transmitting sensitive account information (such as account numbers and passwords) through public or general email systems.
- Us and regularly update software to safeguard your access device against viruses, trojans, malware, spyware, and other malicious programs designed to compromise your confidential Digital Banking Credentials.

It is your responsibility to adhere to these guidelines and take appropriate measures to protect your account from unauthorized access and fraudulent activity.

## Use of Digital Banking Credentials

You agree to use your Credentials only for accessing Digital Banking services and to refrain from sharing them with unauthorized individuals or entities. Any unauthorized use of your Credentials is your responsibility, and you must notify the Bank immediately of any suspected unauthorized access to your account or profile.

## New Services

The Bank may introduce new features or services to Digital Banking from time to time. Your use of such new features or services will be governed by this Agreement unless otherwise stated by Bank.

## Hardware and Software

You are responsible for providing and maintaining any hardware and software necessary to access and use the Digital Banking Services. The Bank is not responsible for any technical issues or compatibility problems resulting from your hardware or software.

## Virus Protection

The Bank is not responsible for any electronic or computer viruses that you may encounter. You agree to use up-to-date antivirus software and take other necessary precautions to protect your devices from viruses, malware, and other security threats when accessing Digital Banking Services.

## Regulation E Disclosures

### A. Applicability

These provisions govern the use of our Digital Banking Services, including the Mobile App, for consumer customers accessing Deposit Account(s) primarily for personal, family, or household purposes. **These provisions do not apply to commercial customers accessing Deposit Account(s) for business purposes.**

### B. Types of Transfers via Digital Banking Services

All Transfers must originate from an Account on which the user is a current signer. The Bank reserves the right to refuse the acceptance of any particular Transfer for any

reason. Using the Bank's Digital Banking Services, including Iowa State Savings Bank Mobile for Apple users or ISSB Mobile for Android users, you can make the following electronic transfers:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking to checking
- Transfer funds from savings to savings
- Transfer funds from line of credit to checking or savings
- Make payments from checking to loans issued by the Bank
- Make payments from savings to loans issued by the Bank
- Retrieve Deposit Account(s) information
- Get Loan or Line of Credit Account(s) information
- Make payments from Bill Pay from your checking to third parties

## C. Other Types of Transactions

### *Prearranged Transfers*

You may schedule preauthorized credits and/or preauthorized debits for direct deposits or to pay recurring bills from both a checking or savings account(s).

### *Telephone Transfers*

You may retrieve Deposit Account information and make transfers by calling 641-782-1000. Transfers are allowed for the following account types:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking to checking
- Transfer funds from savings to savings
- Transfer funds from line of credit to checking or savings
- Make payments from checking to loans issued by the Bank
- Make payments from savings to loans issued by the Bank

### *Automated Teller Machine Transfers*

You may use a debit or ATM card along with a personal identification number at an ATM to retrieve Deposit Account information and make the following transactions:

- Make deposits to your checking account(s)
- Make deposits to your savings account(s)
- Withdraw no more than \$500 per day in cash from your checking account(s)
- Withdraw no more than \$500 per day in cash from your savings account(s)
- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking to checking
- Transfer funds from savings to savings

### *Point-of-Sale Transactions*

Using your debit card, you may access your checking account to purchase goods (in person, by phone, by computer), pay for services (in person, by phone, by computer), get cash from a merchant if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. You may not exceed more than \$1,000 in transactions per day.

### *Electronic Funds Transfer Initiated by Third Parties*

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers.

## **D. Limits**

Unless otherwise specified in separate agreements, the maximum dollar limit for all Transfers within a 24-hour period is determined by the Available Balance in the Deposit Account(s), or as communicated by the Bank. If there are insufficient funds to complete a Transfer, the Bank may refuse to conduct the Transfer. Any completed Transfers resulting in overdrafts or fees are your responsibility. See the Bank's Truth in Savings Disclosure and Fee Schedule for additional fees that may apply.

## **E. Scheduling Transfers**

The first payment of a recurring Transfer must be scheduled for a valid date within the month. For subsequent months without the scheduled date, the Transfer will occur on the first day of the following month. If the first day of the following month is not a Business Day, the Transfer may be processed on the next Business Day. If the transfer occurs on a day when the Deposit Account has insufficient funds, the transfer may be canceled.

## **F. Cancelling Transfers**

Immediate Transfers cannot be canceled once entered into Digital Banking Services and transmitted to the Bank. Future-dated payments can be canceled through Digital Banking Services or by contacting our Digital Banking Services team (how to contact

us is listed at the end of this Agreement). A cancellation request must be received at least three (3) Business Days before the scheduled Transfer date. If I do not provide required notice of cancellation, Bank will not be liable for any losses or damages incurred by me if the Transfer is not cancelled. Bank is not responsible for any Transfers made before it has a reasonable opportunity to act on my cancellation notice.

## G. Documentation

Statements reflecting all Transfers made during the monthly billing cycle will be provided for each Deposit Account.

## H. Liability for Unauthorized Use

Users must report lost or stolen User IDs, Passwords, and/or any other Credentials immediately to minimize potential losses. The Bank is not liable for unauthorized transactions if not reported within sixty (60) days after the statement showing the transaction was mailed or made available through Online Statement Delivery.

## I. Bank's Liability for Failure to Complete a Transaction

If Bank does not complete a Transfer on time, or in the correct amount according to my instructions, Bank may be liable for my losses or damages up to the amount of the Transfer. Bank is not liable to me for any special, incidental, exemplary, punitive, or consequential losses or damages of any kind. However, there are some exceptions to Bank's liability. Bank will not be liable, for instance, if:

- Through no fault of the Bank, insufficient funds in the Deposit Account to complete the transfer or closure of the Deposit Account.
- Through no fault of the Bank, transactions exceeding credit limits or available amounts on applicable credit lines.
- Failure to follow scheduling instructions and requirements outlined in this Agreement.
- Circumstances beyond the Bank's control, such as telecommunication outages, power failures, equipment malfunctions, or delays caused by other financial institutions.
- Placement of holds on funds in the Deposit Account(s) in accordance with applicable laws or agreements.
- Receipt of incomplete or inaccurate information from the user or a third party regarding the transaction.
- Legal orders or processes preventing the Bank from completing the transaction.
- Reasonable suspicion of unauthorized use of the user's credentials or Deposit Account(s).
- Default by the user under this Agreement, the Deposit Account Agreement, or any other agreement with the Bank.
- Termination of this Agreement by either party.

### *Assistance and Corrective Action*

In the event of a transaction failure under circumstances not exempted from liability, the Bank will make reasonable efforts to assist the user and take appropriate corrective action. This may include reprocessing the transaction or correcting any errors.

### *Additional Exceptions*

Other exceptions to the Bank's liability may be specified in separate agreements with the user or permitted by law.

## **J. Consumer Liability**

Tell us at once if you believe your card and/or code has been lost or stolen, or (if your account can be accessed by check) if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement (or for a prepaid account where no statement is sent, if your electronic history or written history) shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was transmitted to you (or for a prepaid account where no statement is sent, 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared), 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.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

## **K. ATM Fees**

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

## **General Limitations**

You acknowledge and agree to the following general limitations regarding the use of Digital Banking Services:

## A. Accuracy of Information:

While the Bank strives to provide accurate and up-to-date information through Digital Banking Services, you acknowledge that the Bank does not warrant the accuracy, completeness, or reliability of the information provided. The Bank shall not be liable for any inaccuracies, errors, or omissions in the information accessed through Digital Banking Services.

## B. Third-Party Services

You acknowledge that certain features or functionalities of Online Banking Services may rely on third-party services or technologies. The Bank shall not be responsible for any interruptions, errors, or damages arising from the use of such third-party services.

## C. Availability of Funds:

You acknowledges that the availability of funds for transfers, payments, or other transactions initiated through Digital Banking Services may be subject to delays based on various factors, including but not limited to processing times, regulatory requirements, and banking holidays.

# Mobile Banking

The mobile banking application ("Mobile App") provided by the Bank offers you convenient access to various banking services on your mobile devices. By using the Mobile App, you can perform a range of functions, including but not limited to account management, fund transfers, bill payments, and mobile check deposit. To access the Mobile App and utilize its features, you must:

1. Meet the eligibility and registration requirements outlined in this Agreement.
2. Download and install the official mobile banking application provided by the Bank from the respective app store for their device.

You understand and acknowledges that the functionality and availability of certain features within the Mobile App may vary depending on factors such as device compatibility, network connectivity, and geographical location. While the Bank endeavors to provide a reliable and secure Mobile App experience, You acknowledge that occasional disruptions or limitations may occur due to factors beyond the Bank's control, such as maintenance, system updates, or unforeseen technical issues.

# Mobile Check Deposit

You have the option to deposit checks electronically using the Mobile Deposit feature, available through the Bank's Mobile App. By utilizing Mobile Deposit, you can conveniently deposit checks into your accounts using your mobile device. To use Mobile Deposit, you must meet the following requirements:

1. Meet the eligibility and registration requirements outlined in this Agreement.
2. Download and install the official mobile banking application provided by the Bank from the respective app store for their device platform.
3. Agree to the Mobile Deposit Agreement.

By choosing to use Mobile Deposit, you acknowledge and agree to abide by the terms set forth in the Mobile Deposit Agreement. It is essential for you to review and understand the terms of the Mobile Deposit Agreement before using the Mobile Deposit feature.

## EXTERNAL FUNDS TRANSFER TERMS & CONDITIONS

The External Funds Transfer Service ("Service") allows you to transfer funds between your linked personal savings accounts at Iowa State Savings Bank and certain deposit or investment accounts (checking, savings, or money market accounts) at other financial institutions - assuming, of course, that the transfer is permitted by the financial institution and by law.

**Acceptance of Terms:** This Agreement sets out the terms and conditions (the "Terms") which our service provider and Iowa State Savings Bank will provide and how you may use the Service. When you click on the "I Agree to accept the terms and conditions" button, you agree to accept the Terms, including any amendments to this Agreement or any changes in the Terms. If you do not agree to all of the Terms, do not accept the Terms & Conditions. If you do not accept and agree to all of the Terms, you will not be entitled to use the Service. Iowa State Savings Bank reserves the right to change the Terms under which the Service is offered in its sole discretion at any time; however, Iowa State Savings Bank will notify you of any material change to the Terms. In most cases, you will receive the notice on-line the next time you log in; however, Iowa State Savings Bank reserves the right to notify you by email or by conventional mail, in its discretion. You agree that if you continue to use the Service after we notify you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. If you do not accept and agree to the changes to the Terms, you will not be entitled to use the Service. If you do not agree to the changes, or if at any time you wish to discontinue your use of the Service, you can unsubscribe by contacting Iowa State Savings Bank. Once your account with Iowa State Savings Bank has terminated for any reason, you will have no further right or access to use the Service.

**Business Days:** The Service will process requests for transfers on business days. Our business days are Monday through Friday. Holidays and Bank Holidays are not included.

**How the Service Works:** Iowa State Savings Bank will verify your other financial institution accounts that you link to the Service. You authorize us to validate the accounts through the use of a test transfer (known as a trial deposit), in which one or more low value payments will be both credited to and debited from the linked account. The test credit will always occur before the test debit and will always be of the same or lesser amount, so that the balance in any of your Accounts will never be less than the actual balance.



Once the test transfer is complete, we will ask you to access your linked account to tell us the amount of the test credit or debit or any additional information reported by your bank with this test transfer. We may also verify Accounts through requiring the entry of information you ordinarily use to access the Account provider's web site, or by requiring you to submit proof of ownership of the Account.

An "Inbound Transfer" moves funds into an account at Iowa State Savings Bank from an account outside Iowa State Savings Bank. An "Outbound Transfer" moves funds from an account at Iowa State Savings Bank to an account outside Iowa State Savings Bank. You will need to register each of your non-Iowa State Savings Bank accounts that you wish to use for these transfers. You agree that you will only attempt to register accounts for which you have the authority to transfer funds. Iowa State Savings Bank will post Inbound Transfers to your account on the "Deliver By" date. For Outbound Transfers, your funds will be debited on the Business Day following the "Send On" date and arrive at your external financial institution on the "Deliver By" date. Consult your external financial institution for details on when funds will post to your account.

For transfers into an Iowa State Savings Bank account, the funds may not be available until the third Business Day after the "Deliver By" date. For transfers into Iowa State Savings Bank accounts, the funds will become available in accordance with the terms of your Account Agreement.

Cut-off Time: Standard Transfers: 4:00 p.m. CST

Any transfer made after the cut-off time will be initiated the next Business Day.

Modifying or Cancelling Transfers: Pending transfer instructions can be cancelled or modified until the status changes to "In Process." Instructions cannot be cancelled or modified after cut-off time for the transfer date.

Transfer Fees: There is no fee to initiate Inbound Transfers or Outbound Transfers. We may change our fee schedule at any time. If we make a change, you will be notified in writing as required by applicable law. Cancellation of the services for which fees are charged does not release you from liability for any and all fees assessed by us but not yet paid prior to your cancellation of such service.

Transfer Limits: Generally, transfer limits are set at \$2,000 daily and \$5,000 monthly but may change at any time. You may contact Iowa State Savings Bank to verify the limits established for you. These daily and monthly dollar limits apply to the total of all transfers for all accounts linked to the user profile. Any transfer initiated on a day that is not a Business Day counts toward the applicable limit for the next Business Day. A transfer remains "In Process" until fully processed. Standard transfers typically remain "In Process" until the close of the third Business Day after the transfer is initiated. We may at any time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using our Service. Any decrease will be subject to notice, if required by law, but you agree that we may reduce your limits without prior notice upon occurrence of a Disqualifying Event.

Updated 7/12/2024

## Disqualifying Events:

Any of your accounts with Iowa State Savings Bank are not current or are not in good standing.

You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Iowa State Savings Bank account during the current or three prior calendar months.

You have had any prior transfer to or from a non-Iowa State Savings Bank account canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

Communications: You understand and agree that this Agreement will be entered into electronically, and that the following categories of information ("Communications") may be provided by electronic means:

This Agreement and any amendments, modifications or supplements to it.

Your records of funds transfers and other transactions through the Service, including without limitation confirmations of individual transactions.

Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law.

Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service.

Any other communication related to the Service.

Status Email: Iowa State Savings Bank will periodically send messages to your primary email address during the external funds transfer process. These messages will provide information pertaining to the trial deposit process, confirm account linkages, and contain status updates for transfers in progress. Primary email address is defined in digital banking and you are responsible for updating the address should it change. Email messages regarding the funds transfer process do not contain any non-public personal information and cannot be suppressed.

Transfers subject to the Rules of the Accounts: All funds transfers are also subject to the rules and regulations governing the relevant Accounts. You authorize us to select any means to execute your funds transfer instructions. You understand that to affect your funds transfer instruction we utilize the Automated Clearing House (ACH), using applicable ACH Rules. Electronic transfers sent or received via automated clearing house are subject to the rules of the National Automated Clearing House Association ("NACHA") and Regulation E.

Our Liability for Failure to Complete Transfers: If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable: (a) if, through no fault of ours, you do not have enough money in your Account to make

the transfer; (b) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;

(c) if the Iowa State Savings Bank website was not working properly and you knew about the breakdown when you started the funds transfer or (d) for any other reason stated elsewhere in this Agreement. If we are ever obligated by law to pay dividends on the amount of a transfer, you will be paid dividends on a daily basis equal to the current annual percentage rate that is otherwise applicable to the account from which the funds transfer should have occurred. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorneys' fees.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

In the Event of Unauthorized Transfer: If you believe your password or Shared Secret has been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, contact us using the instructions on our site.

Consumer Liability: You agree to notify us AT ONCE if you believe your password has been lost or stolen. Telephoning us promptly is the best way to protect you from possible losses. If you never tell us, you could lose all of the money in your account (plus your maximum overdraft line of credit).

You can see a complete statement of all your funds transfers effected or pending at any time by clicking on the History tab. If your statement shows transfers that you did not make, notify us AT ONCE. If you do not tell us within 60 days after the transfer was posted to your statement, 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Indemnification: You agree to indemnify, defend and hold harmless Iowa State Savings Bank, its affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from your use of the External Funds Transfer Service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your Iowa State Savings Bank account, of any intellectual property or other right of any person or entity.

This Agreement shall take effect immediately upon the acceptance of your application for the External Funds Transfer Service within Online Banking.

## Bill Payment and Presentment

In utilizing the Bill Payment and Presentment service (“Bill Pay Services”), you acknowledge that all payments initiated through the service are deducted from their designated payment account and must be made to payees payable in U.S. Dollars listed on their payee list. It is imperative that you allow sufficient time for payees to receive and process payments before the due date to avoid late fees or finance charges, with payments typically taking 7-15 business days to reach the vendor.

### A. Third-Party Service Provider

Bank utilizes a third-party service provider (“Service Provider”) for Bill Payment and Presentment services. This provider processes payments and handles related inquiries directly. Iowa State Savings Bank reserves the right to change service providers at its discretion.

### B. Enrollment Criteria

Bank reserves the right to approve or deny enrollment in the Bill Payment and Presentment service based on predefined criteria established by the Bank and/or the third-party service provider.

### C. Bill Payment Authorization

By providing payment instructions through the Bill Pay Service, you or your authorized user authorizes the Bank and Service Provider to execute payments on their behalf by debiting their payment account. Payments are processed based on the instructions you provide. Each payee must appear on the payee list you create with us and the account you are paying must be in your name.

### D. E-Bills

E-Bills enable you to receive electronic invoices from participating payees. Payees independently approve or decline requests for e-Bill enrollment. The Bank does not participate in this decision. You must provide the Bill Pay Service with the necessary information needed for the delivery of e-Bills, such as any username and/or password related to the payee’s website to access your account information with the payee. By doing so, you authorize the Bill Payment and Presentment Service Provider to retrieve the account information on your behalf and you hereby appoint the Service Provider as agent for this limited purpose. Enrollment approval may take up to five (5) business days. All parties have the right to cancel the service at any time.

The Bank and the Service Provider take no responsibility if a payee does not provide the necessary data to forward an e-Bill in a timely manner. If you do not receive an e-

Bill, it is your responsibility to contact the payee directly. The Bank and Service Provider are not responsible for any late charges or other adverse consequences. You must direct any questions you may have concerning the information contained within your e-Bill to your payee directly. If you choose, you may set up e-mail notifications to alert you when your e-Bills are delivered to the service.

## E. Payment Processing

The Bank and the Service Provider reserve the right to choose the most effective payment processing method, whether through sending a physical check or electronic ACH. Upon payment, you will receive a transaction confirmation number. Service Provider is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated merchant. Payment is made either electronically via ACH or by check, depending on the payee's capabilities.

Payments may be scheduled for immediate processing ("Today"), future processing ("Future") which can be scheduled up to 365 days in advance, or set up as recurring payments ("Recurring") which requires the transaction be made in the same amount to the same merchant or account on a specified regular or periodic basis (i.e. weekly, bi-weekly, monthly, etc). You will designate a "start" and "end" date. The processing date will be the effective date you entered, or the next business day should the effective date fall on a weekend or holiday. Automatic payments for e-Bill recipients can be established based on pre-defined rules. If you establish automatic payment rules to pay your payee(s), you authorize us to make payments to that specific payee(s) automatically based on the rules you create without requiring your approval each time.

The date you schedule a payment (Payment Scheduled Date) and its corresponding estimated delivery date is not guaranteed and is only provided as a courtesy.

## F. Your Responsibility

You are responsible for ensuring that payees receive and process payments on or before the due date shown on your invoice or agreement. Failure to allow sufficient time may result in late fees or finance charges from the payee. Any damages incurred due to insufficient funds, inaccurate delivery estimates, or delays in processing are your responsibility.

Further, you are responsible for keeping the Bank informed of any changes to your contact information to ensure the timely delivery of Bill Payment and Presentment notifications including but not limited to notifications of a blocked account, returns, or refusals of payment.

## G. Stop Payments

You can request stop payments on check-processed payments only, subject to applicable fees. Requests must be made during business hours to Iowa State Savings Bank Customer Service. Contact information is listed at the end of this Agreement.

## H. Payment Limitations

The maximum dollar limit for a single transaction within a 24-hour period is \$9,999.99. The maximum total limit for all transactions within a 24-hour period is \$19,999.99. This limit is a global setting and is non-configurable and cannot be changed.

The Bank and the Service Provider retain the authority to reject payments directed to any individual or entity. Payments made through the service must be in U.S. Dollars and from accounts in your name. Prohibited payments include taxes, court-ordered payments, and payments to entities outside the United States. You may not use Bill Payment to make payments to a federal, state or local government, or tax unit, or to other categories of payee that Bank may establish.

The Bank and Service Provider reserves the right to refuse to pay any person or entity to which you may direct a payment. The Service Provider is obligated to notify you promptly if it decides to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay tax or court-related payments or payments outside the United States and its possessions/territories (American Samoa, Guam, Marshall Islands, Micronesia, N. Mariana Islands, Palau, Puerto Rico, and the Virgin Islands), which are prohibited under this agreement.

## I. Liability

The Bank and the third-party service provider are not liable for damages resulting from insufficient funds, inaccurate delivery estimates, delays, merchant errors, or circumstances beyond their control. You are responsible for maintaining up-to-date contact information.

## J. Dispute Resolution

In the event of a dispute regarding the Bill Pay Service, you, the Bank, and Service Provider agree to resolve the dispute by looking to this agreement. You agree that this agreement is the complete and exclusive statement of the agreement between yourself and the Bill Pay Service, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the service relating to the subject matter of this agreement. If there is a conflict between what one of the Bank's or Bill Pay Service's employees says and the terms of this agreement, the terms of this agreement shall control.

## K. Termination

The agreement remains in effect until terminated. Termination may occur for various reasons, including non-compliance with terms, inactivity, or at your request.

## L. Service Fees

Iowa State Savings Bank offers Bill Payment and Presentment services to consumer customers at no charge. Some requests, such as Stop Payments, may be charged a fee. This fee is charged at the Bank's discretion.

## M. Liability Limitations

The service provider's liability is limited to gross negligence. Various circumstances exempt the service provider from liability, including insufficient funds, technical failures, legal restrictions, and your negligence.

## N. Exclusion of Warranties

The service and related documentation are provided "as is" without any warranty of any kind, either expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

## O. Consent to Information Access

By enrolling in Bill Payment and Presentment, you consent to credit agency inquiries and the retrieval of financial information as necessary for service provision. Additionally, you agree that the service reserves the right to access financial information about your account from a merchant or financial institution to address payment-posting issues.

## P. No Waiver

The Bank and Service Provider shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Bank or Service Provider. No delay or omission on the part of the Bank or Service Provider in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## Q. Business Accounts

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

- enter into this Agreement, as amended from time to time;
- access each your account(s) in any manner and for any purpose available through the Bill Pay Service, whether now available or available at some time in the future; and use any Digital Banking Service in any manner and for any purpose, whether now available or available at some time in the future.

## R. Notification

Notification via electronic mail is considered received within three (3) days of transmission regardless of whether you access the Bill Pay Service within that time. The Bank will have a reasonable time period to act on your email. Urgent matters should be communicated through other means.

## S. Overdrafts and Returns

In using Bill Payment Services, you request the service to make payments on your behalf from your payment account. If you are unable to complete the transaction for any reason associated with your payment account (for example, there are not sufficient funds in your payment account to cover the transaction), then the transaction may not be completed. In some instances, you will receive a return notice from Iowa State Savings Bank. In these cases, you agree that a non-sufficient funds (NSF) fee will be charged in accordance with the Bank's established and published service fees. Further, you also agree that an overdraft fee may be charged to your account even if the payment is not returned but is paid and overdraws your payment account.

Insufficient funds may cause your access to Bill Payment to be blocked and prevent you from making any payments through the service until the matter is resolved. This may take a minimum of three business days after funds have been successfully withdrawn from your designated payment account, a stop payment has been placed on the payment (in the case of check payments only), or the Service Provider has been reimbursed by the payee.

You may contact Iowa State Savings Bank (see the end of this Agreement) directly once the payment has been withdrawn from your payment account to request that the block be removed. In this case, access to Bill Payment and Presentment may be restored in as little as one business day. Any scheduled or recurring payments that are to be sent during the time your access to the Bill Pay Service is blocked will not be processed. You will need to make alternate arrangements for these transactions or reschedule them once your account is unblocked. You understand that we have the right to terminate this Service.

## T. Recovery of Funds

By enrolling in and using this service, you agree that Iowa State Savings Bank has the right to collect funds from all of your accounts, including the available balance on your line of credit accounts, to recover funds for all payments requested by you and your authorized user, regardless of whether you are the primary or joint owner of the accounts.

## U. Assignment

The Bank or Service Provider may assign this agreement to affiliated companies or third-party service providers. The Bank or Service Provider may also assign or delegate



certain of its rights and responsibilities under this agreement to independent contractors or other third-party service providers.

## V. Limitation of Liability

The foregoing shall constitute the service's entire liability and our exclusive remedy. In no event shall the service be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the equipment, software, and or the service.

## Non-Signer and/or Non-Owner Access

Should a non-signer and/or non-owner require access to your Digital Banking Services, you can authorize them to access your Digital Banking Services via the Shared Access feature or by signing a Third-Party Access form.

### Shared Access

Shared Access is a feature that allows you to share access to Digital Banking Services with an individual that is neither a signer nor owner on your account. This is the preferred and recommended method to share access to Digital Banking Services. You must agree to the Shared Access Agreement when enrolling the new user. The user that is granted access must agree to this Agreement to access the Digital Banking Services and is considered an authorized user.

### Third Party Access Form

If Shared Access is not possible (for example, if the owner and/or signer on the account does not have access to Digital Banking Services but would like to grant access to an individual), then a Third-Party Access form can be requested by contacting Iowa State Savings Bank. The non-signer and/or non-owner must have an existing deposit or loan account in good standing with Iowa State Savings Bank.

Authorized third parties must adhere to the terms of this Agreement and are bound by its provisions. All transactions conducted by authorized third parties, such as bill payments, transfers, and loan payments, are your sole responsibility. Your liability, as outlined in section 14 and elsewhere in this Agreement, also applies to authorized third parties.

Should you wish to revoke access for your authorized non-signer and/or non-owner, you must provide written or verbal instructions to Iowa State Savings Bank using the process outlined in section 33, Termination for Convenience.

Iowa State Savings Bank reserves the right to terminate access for your authorized non-signer and/or non-owner for any reason and without prior notice as outlined in section 32, Termination for Convenience.

## Children's Use of Digital Banking Services

Our Digital Banking Services are not designed for, nor directed towards, children under the age of 13. We do not knowingly collect or solicit personal information from children under 13. If we become aware that we have inadvertently received personal information from a child under the age of 13, we will delete such information from our records.

You will not permit a child under the age of 13 to use Digital Banking Services, or give the child their User ID, Password, or any other credentials. You understand that they are responsible for all activity the child initiates from or to any of their accounts, even if the child exceeds their authorization.

It is the responsibility of parents or legal guardians to monitor their children's internet usage and to help enforce our policy by instructing their children never to provide personal information through any website without their permission.

If you believe that a child under the age of 13 has provided personal information to us without parental consent, please contact us (see end of this Agreement) immediately so we can take appropriate action.

## Bank Records and Data

You acknowledge that Bank may elect to record or otherwise document information and email messages entered via Digital Banking Services for record keeping purposes, and you authorize the Bank to record such information. Bank's records kept in the regular course of business will be presumed to accurately reflect the contents of my instructions to Bank, and in the absence of manifest error, will be binding and conclusive.

## Term

This Agreement will become effective at the date and time your Digital Banking registration is approved by the Bank and shall remain in full force and effect until termination in accordance with the following provisions.

## Termination

The Bank may immediately terminate your access to Digital Banking Services (including Bill Payment and Presentment) without prior notice and for any reason including but not limited to:

- sharing your Digital Banking credentials with an unauthorized third party;
- if Bank believes unauthorized access to your account or Profile has occurred;
- if any Digital Banking Service is used for anything other than its intended purpose;
- if you refuse to pay any fee required by this Agreement when due;

- your non-compliance with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing;
- allowing your Bill Pay services to become “inactive” by not sending any payments for a period of 90 days or more (if Bill Pay Services are terminated, you will lose all payee details and payment history).

Upon termination, your right to use the Services will immediately cease.

## Termination For Convenience

To terminate this Agreement, you must notify the Bank and provide your name, address, the Digital Banking Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment and Presentment is terminated, any prescheduled bill payments made through Digital Banking will also be terminated. You may notify the Bank by one of the following methods:

- By sending an e-mail to [contact@issbbank.com](mailto:contact@issbbank.com)
- By calling (641)782-1000.
- By writing a letter and either sending it to the following address: Iowa State Savings Bank, 401 West Adams St PO Box 109 Creston, IA 50801 or by giving it to a Relationship Banking at any of the Bank's locations.

## Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa and the United States of America without regard to its conflict of law principles.

## Disclaimer of Warranties

I ACKNOWLEDGE THAT NEITHER THE BANK NOR ITS THIRD-PARTY SERVICE PROVIDERS GUARANTEE CONTINUOUS ACCESS OR FLAWLESS OPERATION OF THESE SERVICES, NOR DO THEY ASSURE ERROR-FREE CONTENT OR FUNCTIONS.

THE BANK AND ITS THIRD-PARTY PROVIDERS DELIVER THESE SERVICES AND ASSOCIATED CONTENT "AS IS" AND "AS AVAILABLE," WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. THIS INCLUDES, BUT IS NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, PERFORMANCE, ACCURACY, AVAILABILITY, CONTENT, FUNCTION, ACCESSIBILITY, NON-INTERRUPTION, AND NON-INFRINGEMENT.

ADDITIONALLY, ANY WARRANTIES IMPLIED BY COURSE OF DEALING OR PERFORMANCE ARE DISCLAIMED. THE BANK AND ITS THIRD-PARTY PROVIDERS ALSO DISCLAIM ANY RESPONSIBILITY FOR ADVERTISEMENTS OR WEBSITES ASSOCIATED WITH THE DIGITAL BANKING SERVICES. IN CASE OF SERVICE FAILURE, MY SOLE RECOURSE IS FOR THE BANK TO MAKE COMMERCIALY REASONABLE EFFORTS TO RECTIFY THE ISSUE. IT'S

IMPORTANT TO NOTE THAT SOME STATES MAY NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AND MY RIGHTS MAY VARY ACCORDINGLY.

## Exclusion of Damages; General Limitation Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND UNLESS EXPRESSLY PROVIDED OTHERWISE HEREIN, BANK, ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS, AND THIRD-PARTY SERVICE PROVIDERS, ALONG WITH THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS, AND AGENTS, SHALL NOT BE LIABLE TO ME OR ANY OTHERS FOR DAMAGES EXCEEDING MY ACTUAL LOSSES OR DAMAGES UP TO THE AMOUNT OF THE TRANSFER DUE TO BANK'S FAILURE TO COMPLETE A TRANSFER. BANK WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, FILES, PROFIT, GOODWILL, OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES, WHETHER CAUSED BY THE EQUIPMENT AND/OR THE SERVICES. ADDITIONALLY, BANK WILL NOT BE RESPONSIBLE FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY EQUIPMENT. THE ONLINE BANKING SERVICES ARE PROVIDED "AS IS." I UNDERSTAND THAT BANK DOES NOT MAKE ANY WARRANTIES CONCERNING THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ME. I MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

## Indemnification

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS BANK AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, FROM AND AGAINST ALL DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BROUGHT BY ANY PERSON ARISING FROM OR RELATING TO MY ACCESS AND USE OF THE ONLINE BANKING SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ALLEGING FACTS THAT IF TRUE WOULD: (I) CONSTITUTE A BREACH BY ME OF THIS AGREEMENT; (II) CONSTITUTE INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF INFORMATION, DATA, FILES OR OTHER MATERIALS SUBMITTED BY ME TO THE ONLINE BANKING SERVICES; (III) CONSTITUTE FRAUD OR MALICIOUS CONDUCT BY ME; (IV) CONSTITUTE A VIOLATION BY ME OF ANY LAW OR RIGHTS OF A THIRD PARTY; (V) CONSTITUTE A CLAIM FOR WHICH I HAVE AGREED TO PROVIDE INDEMNIFICATION ELSEWHERE IN THIS AGREEMENT; OR (VI) CONSTITUTE A CLAIM FOR DAMAGES FOR WHICH I HAVE AGREED ELSEWHERE IN THIS AGREEMENT THAT BANK IS NOT RESPONSIBLE.

## Agreement to Terms and Conditions

I ACKNOWLEDGE THAT I AM RESPONSIBLE FOR COMPLYING WITH ALL TERMS OF THIS AGREEMENT AND THE TERMS GOVERNING ANY DEPOSIT ACCOUNT(S), LOAN ACCOUNT(S) OR ANY OTHER ACCOUNT(S) WHICH I ACCESS USING DIGITAL BANKING SERVICES.

BY CLICKING ON THE "I HAVE READ AND ACCEPTED THE TERMS & CONDITIONS OF SERVICE" BUTTON ON THE "SECURE SIGN UP FOR ONLINE BANKING" SCREEN, I AGREE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT I ACCEPT THIS AGREEMENT WITHOUT MODIFICATION, AND THAT I WILL BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT JUST AS IF I SIGNED THE AGREEMENT. FURTHERMORE, I UNDERSTAND THAT BY USING ONLINE BANKING SERVICES I AGREE TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT AND TO SUCH TERMS AND CONDITIONS AS THEY MAY BE AMENDED IN THE FUTURE. IF I DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, I UNDERSTAND THAT I SHOULD NOT CLICK ON THE " I HAVE READ AND ACCEPTED THE TERMS & CONDITIONS OF SERVICE" BUTTON ON THE "SECURE SIGN UP FOR ONLINE BANKING" SCREEN AND THAT I SHOULD NOT USE ONLINE BANKING SERVICES.

## **CONTACTING IOWA STATE SAVINGS BANK CUSTOMER SERVICE**

If you have any questions, concerns, or feedback regarding these Terms and Conditions or our services, please feel free to reach out to us using the following contact information:

**Phone:** 641-782-1000

Monday-Friday, 8:30 AM - 4:00 PM (*excluding federal holidays*)

Saturday, 8:30 AM - 11:30 AM

**Email:** [contact@issbbank.com](mailto:contact@issbbank.com)

### **Main Office Mailing Address:**

Iowa State Savings Bank  
PO Box 109  
Creston, IA 508010

**Visit us online at:** [Iowa State Savings Bank - Creston and Lenox \(issbbank.com\)](https://www.issbbank.com)

**A list of our locations:** [Locations - Iowa State Savings Bank - Creston & Lenox \(issbbank.com\)](https://www.issbbank.com)

*Thank you for choosing Iowa State Savings Bank.*