

First State Bank, Belmond

Online Banking Agreement

These are the current terms of your Agreement with First State Bank for accessing your accounts and making use of other services via the Internet through First State Bank's Online Banking Service. Whenever you use Online Banking, or authorize others to use it, you agree to these terms. First State Bank may amend these terms from time to time. You will be notified of any amendments that affect your rights or obligations within the appropriate time period. The accounts at First State Bank, which are accessed by Online Banking continue to be governed by the applicable Account Disclosures, otherwise known as Disclosures and Regulations, and the applicable Schedule of Fees, as they may be amended from time to time.

General Information

1. Definition of Terms

- 'You and Your' means any person who applies for Online Banking with First State Bank through completion of a First State Bank Online Banking Application and all persons authorized by the applicant to use their Online Banking Identification and PIN (personal identification number).
- 'We, Us, Our, Bank, and/or FSB' refer to First State Bank.
- 'Business Day' shall mean Monday-Friday, except for federal banking holidays.
- 'Online Banking Agreement' means First State Bank Online Banking Agreement.
- 'Online Banking or First State Bank's Online Banking' means our service that allows you to access accounts, transfer funds, obtain information, and perform other transactions via the Internet by use of a personal computer and modem and/or other means we authorize or allow.

2. General Description of Services

Account access via First State Bank's Online Banking Service allows you to:

- View account balances and transaction history.
- Transfer funds between FSB accounts.
- Set up recurring transfers between FSB accounts.
- Make FSB loan payments.
- Download account transactions.

3. Requirements for Your Use

To access your accounts through First State Bank's Online Banking Service, you must have a First State Bank account and complete a First State Bank Online Banking Application. In addition you will need a personal computer, Internet service, and a compatible web browser with 128-bit data encryption.

You are responsible for the installation, maintenance and operation of your computer and your browser software. The risk of error, failure or non-performance is your risk and includes the risk that you do not operate your computer or your software properly. The Bank is not responsible for any errors or failures from any malfunction of your computer or your software. First State Bank is not responsible for any electronic viruses that you may encounter. The Bank is not responsible for any computer virus-related problems that may be associated with the use of Internet Banking. The Bank has no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computer or software.

4. Customer Support

If you need assistance with First State Bank's Online Banking Service, or if you need to communicate with First State Bank, you may contact a Customer Service Representative by calling 641-444-3226.

Or you may write to us at:

First State Bank
PO Box 39
Belmond, IA 50421-0039

You may also E-mail us as fsb@fsbbelmond.com. However, E-mail transmissions are not secure. Therefore we request that you do not send us or ask for sensitive information via any general form of E-mail.

Description of Services

1. Hours of Accessibility

You can access your accounts through First State Bank's Online Banking Service seven days a week, 24 hours a day. However, at certain times, the Service may not be available due to routine system maintenance.

2. Account Access via Online Banking

Account Access through First State Bank's Online Banking Service allows you to conduct the following functions online: view account balances and transaction history, transfer money between accounts, set up recurring transfers between accounts, make FSB loan payments, view and print statements, and download account transactions.

There are no monthly or transaction fees for accessing your account(s) through FSB's Online Banking Service for individuals.

3. Transfers

You are allowed to make transfers between your various FSB accounts via FSB's Online Banking Service. You may also make your FSB loan payments. You must be an owner of and have the unrestricted right of withdrawal from all accounts to or from which you request a transfer. We reserve the right to deny transfers between certain types of accounts under certain conditions.

A transfer initiated through FSB's Online Banking Service before 3:00 pm (Central Time) on a business day is posted to your account the same day. All transfers completed after 3:00 pm. on a business day or on a Saturday, Sunday, or banking holiday, will be posted to your account the next business day.

The number of transfers from accounts may be limited as described in the applicable portions of the deposit account information. Each payment or transfer through Online Banking from a savings or Money Market account is counted as one of the six limited transfers permitted each statement period, as described in the Disclosure and Regulations.

If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

5. Changes to Terms of this Agreement

First State Bank reserves the right to change any terms described in this First State Bank Online Banking Agreement. When changes are made, we will update this Agreement and notify you accordingly. Notification will be given at least thirty (30) days in advance of the effective date unless immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide notice to you within thirty (30) days after the change.

6. Internet Banking Identification (ID) and Internet Banking Password

You will be given an Internet Banking Identification and Password that will give you access to your accounts through First State Bank's Online Banking Service once you have submitted a complete Online Banking Application. You will be asked to select a new Password upon your initial use of Online Banking. For security purposes, we recommend that you memorize the ID and Password and do not write them down. It is also recommended that you change your ID and Password on a regular basis. The Bank is entitled to act on the instructions received under your Password.

You are responsible for keeping your ID, Password and other account data confidential. Anyone to whom you give your Online Banking ID and Password or other means of access will have full access to your accounts. For this reason, you should not disclose your Online Banking ID and Password to other persons.

7. Cancellation of Services

If you wish to cancel any of your First State Bank Online Banking Services, please contact an account representative at First State Bank by calling 641-444-3226 during regular banking hours. You may also write to us at: First State Bank, PO Box 39, Belmond, IA 50421-0039.

The Bank reserves the right to terminate the First State Bank's Online Banking Agreement at any time for any reason.

8. New Services

First State Bank may, from time to time, introduce new Online Banking services and/or enhancements to the current service. We shall update this FSB's Online Banking Agreement and notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms contained in this First State Bank's Online Banking Agreement.

Additional Provisions

1. Usage

Your first use of First State Bank's Online Banking Service confirms your agreement to and understanding of the terms and conditions in this Online Banking Agreement.

You agree to the terms of this agreement and the schedule of charges that may be imposed. You authorize us to deduct any applicable charges directly from your designated your account. You are liable for all transactions that you may make or authorize, even if the person you authorize exceeds your authority. If you have given your Online Banking ID and Password or any other means of access and you want to terminate that person's authority, you must change your ID and Password or other means of access or take additional steps to prevent further access by such persons.

Unauthorized Transactions in Your Accounts—Notify us immediately if you believe another person has improperly obtained your Online Banking ID or Password. Also notify us if someone has transferred or may transfer money from your Bank deposit account without your permission, or if you suspect any fraudulent activity on your account. Notify us by calling First State Bank at 641-444-3226, or write to us at First State Bank, PO Box 39, Belmond, IA 50421-0039.

You may also E-mail us at fsb@fsbbelmond.com . However, E-mail transmissions are not secure. We therefore, request that you do not send us or ask for sensitive information via any general form of E-Mail System.

If your Online Banking ID and Password have been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if an unauthorized person uses your Online Banking ID and Password without your permission to access a Bank deposit account and/or initiate a transaction. If you do not notify us within two (2) business days after you learn of the loss or theft, and we can prove that we could have stopped someone from using your Online Banking ID and Password without your permission had you told us, you could be liable for as much as \$500.

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us at once. If you do not notify us within sixty (60) days after the paper or online statement was sent to you, and we could have stopped someone from taking money if you had told us in time, you may not recover any money lost after the sixty (60) days.

2. Bank Liability

Except as specifically provided in this First State Bank Online Banking Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, any indirect, special, incidental or consequential damages whether caused by the equipment, software, the Bank OR by Internet browser providers such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Internet Explorer browser), OR by Internet access providers OR by online service providers OR by an agent or subcontractor of any of the foregoing, nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software First State Bank's Online Banking Service, or Internet browser or access software.

3. Error Resolution

Call or write to us as soon as possible if you think your statement, account or transaction information is wrong or if you need more information about a transaction listed on your statement. We must hear from you no later than sixty (60) days after we send the first statement on which the problem or error appeared. You may contact us by phone at 641-444-3226 or you may write to us at First State Bank, PO Box 39, Belmond, IA 50421-0039.

- Tell us your name and account number
- Describe the error and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error. If you tell us orally, we may require a written complaint within ten(10) business days.

We will tell you the results of our investigation within ten (10) business days ~~(20 days if you initiated the transaction from outside the United States)~~ after we hear from you and will correct any error promptly. If we need more time, we may take up to forty-five (45) days (90 days if you initiated the transaction from outside the United States) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten business days ~~(20 days if you initiated the transaction from outside the United States)~~ for the amount you think is in error, so that you will have 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 ten business days, we may not provisionally credit your account.

If we determine that there is no error, we will send you an explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

4. Limits on Withdrawals

If any of your qualifying accounts are money market or regular savings accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in the monthly statement period. Withdrawals

covered by this limitation are ones made by means of preauthorized transfer, automatic transfer, or payments arranged by telephone request. A total of only 3 of these types of withdrawals may be made by check, draft, debit card, or similar order payable to third parties. You also agree to the "Terms and Conditions" that were delivered to you when you opened your deposit account(s).

5. Disclosure of Account Information

You authorize the Bank to disclose to third parties, agents, and affiliates, such as independent auditors, consultants or attorneys, information you have provided or that we have obtained about your accounts and the transfers you make:

- to comply with government agency or court orders or requests; or
- to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- where it is necessary for completing transfers; or
- to provide services relating to your account; or
- if you give us your further permission