# RELIANCE STATE BANK Online Banking Agreement and Online Bill Payment Terms and Conditions & Electronic Funds Disclosure

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU ENROLL IN INTERNET BANKING AND BILL PAY SERVICES. IT DESCRIBES YOUR RIGHTS AND OBLIGATIONS AND ALSO DESCRIBES THE RIGHTS AND OBLIGATIONS OF RELIANCE STATE BANK. YOU MAY NOT ENROLL IN OR USE THESE SERVICES WITHOUT FIRST ACKNOWLEDGING YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

It is recommended that you retain a paper or electronic copy of this Agreement and any other disclosures for your records.

Reliance State Bank hereby publishes the following Agreement and Disclosure (the "Agreement") for use of our Internet Banking Services or Bill Payment and Presentment Services (the "Services"). As used in this agreement, the terms "we", "us", and "our" refer to Reliance State Bank. "You" and "your" refer to the account holder(s) and anyone who enrolls in and/or uses the services. The term "Account" means your account(s) at Reliance State Bank, and may include deposit accounts such as checking and savings or loan accounts.

You agree that any communication from us to you including, but not limited to, disclosures, notices, agreements, confirmations, account statements, or other information may be delivered to you by electronic delivery.

By acknowledging the Terms and Conditions Agreement and enrolling in Internet Banking, you affirm you have the hardware and software needed to be able to receive and retain the disclosures electronically. If you are unable to access, view, print or retain electronic communication in connection with Internet Banking, please call Reliance State Bank at 515.733.4396. You also agree that you have read and will abide by this agreement.

You acknowledge you are able to receive communications provided to you by e-mail when they are made available to you at your current e-mail address of record. You must inform us of any change in your e-mail address by selecting "My Settings" after logging into Internet Banking or by notifying us at the bank.

# **Alterations and Amendments**

Reliance State Bank reserves the right to modify this Agreement and the applicable fees and service charges at any time, effective upon 30 days of notice to you via postal letter to the last address you have given us, e-mail message, or as posted when accessing the Services, unless an immediate change is necessary to ensure the security of the Services. Further we may revise or update the applications, services and related material, rendering all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions and applications, services, and related material and limit access to only the Service's most recent revisions and updates. Use of the Services or attempting to connect to the Services, constitutes your agreement with these terms, conditions, instructions and any modifications thereof.

## **Equipment and Software**

You will gain access to your Online Accounts through the use of your Internet-enabled device, your Internet Service Provider, and following the online requirements for choosing your Username and your Password, and filling out the required information on the application.

You are solely responsible for the maintenance and operation of your Internet-enabled device(s). We are not responsible for any errors or failures due to the malfunction of your computer, or for any virus or other problems or changes that may be associated with use of your computer or internet-enabled device. In order to protect your computer/internet-enabled device and personal and banking information, we recommend you keep them current and updated as needed, i.e. firewall, anti-virus, and anti-spyware software.

## **Username and Password**

You are responsible for keeping your Username and Password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

Do not give out your account information, Username or Password

- Do not leave your PC unattended while you are in the Bank's Online Banking site
- Never leave your account information within range of others
- Do not send privileged account information (account number, password, etc.) in any public or general e-mail system

You agree that if this information is shared with others, you are ultimately responsible for any account transactions that occur.

# **Business Day Disclosure**

"Business Day" means every day except Saturday, Sunday and Federal holidays. Business hours are 8:00 a.m. to 4:00 p.m. Monday through Friday.

# Hours of Operation and Availability

You can access Reliance State Bank's Online Banking seven days a week, 24-hours a day. However, at certain times, some or all of the Service may not be available due to system or internet maintenance.

# **Account Requests**

You have a right to withdraw your request to receive electronic communication. To withdraw your consent or to request paper copies, you must do so in writing. Please mail your request to Reliance State Bank at 606 Broad St., PO Box 278, Story City, IA 50248.

# Online Banking Services Offered

- Your account balance information and transaction inquiries
- Transfer of funds between your Reliance State Bank accounts. NOTE: There may be limitations or fees. See
  the Truth In Savings disclosure for your specific account for details.
- Make Reliance State Bank loan payments
- Bill payments to third parties

# Internet Banking Transfer Cutoff Time

Subject to the terms of this Agreement, you will generally be able to access your accounts through the website seven days a week, 24 hours a day. All transfers completed after the transfer cutoff time on a Business Day or on a day that is not a Business Day, will be posted on the next Business Day. The transfer cutoff time is 6:00 pm Central Time. Transfers initiated after 6:00 pm Central Time may not be processed and posted until the following Business Day.

## Use of a Third-Party Bill Pay Service Provider

Fidelity Information Services (FIS) is the third-party Bill Pay service provider that Reliance State Bank has contracted with to provide bill payment service to its customers. FIS will be processing bill payments and answering questions directly related to these customer initiated bill payments. Reliance State Bank, at its sole discretion, reserves the right to change Bill Payment and Presentment Service providers at any time.

# **Enrollment Request for Bill Payment and Presentment Service**

Reliance State Bank reserves the right to refuse enrollment in the Bill Payment and Presentment Service to any customer who does not meet the service criteria which has been established by the bank and/or FIS.

#### Bill Payment and Presentment Service

As used in this Agreement, the term "payee" means the vendor, biller, person or entity to which you wish a bill payment be directed; "payment instructions" means the information provided by you to the Service for a bill payment to be made to your payee (e.g., payee name, account number, payment amount, payment date, username and password, if applicable, etc.); "payment account" means your checking account and, in the instance of non-sufficient funds and/or an overdrawn account, any applicable savings account or available balance on line of credit accounts at Reliance State Bank from which all bill payments may be made and/or such funds collected; "scheduled payment date" means the business day of your choice upon which your bill payment will be made and your "payment account" will be debited.

By providing the payment service with the names and account information of those entities and/or persons to whom you wish to direct payment, you authorize the service to follow the payment instructions that it received from you or your authorized user through the Bill Payment and Presentment Service. When the Service receives a payment instruction, you authorize it to debit your payment account and remit funds on your behalf so that the funds arrive as close to the business day designated by you as reasonably possible.

# Internet Banking and Bill Pay Fees and Service Charges

You agree to pay fees for the Services in accordance with the Service Fee Schedule provided to you at the time you opened your account and as updated by us from time to time. We may automatically deduct these fees from your Account (checking account from which bills will be paid or a related account) even if they create an overdraft. We reserve the right to modify the fees, service charges, and terms at any time, effective upon 30 days notice to you via postal letter at the last address you have given us, e-mail message, or as posted when accessing the Services, unless an immediate change is necessary to ensure the security of the Services. Use of the Services or attempting to connect to the Services, constitutes your agreement with these fees, service charges, terms and conditions, instructions and any modifications thereof. You are responsible for any telephone access or internet service fees that may be assessed by your service provider.

# **Bill Types**

**e-Bills:** e-Bills are a feature of the service which allow you to receive bills electronically from participating payees. Participating payees establish their own criteria for reviewing requests to receive e-Bills and have sole discretion to accept or decline your request. The bank does not participate in the decision. Participating payees may take up to five (5) business days to approve your request to enroll in e-Bills.

## Accessing e-Bills from a Third Party

In some cases, the Service will obtain e-Bills and information you authorize from the website of the payee(s) you designate. To do so, you must provide the Service with the necessary information needed for this purpose, such as any username and/or required password. By doing so, you authorize Reliance State Bank to retrieve the account information on your behalf and you hereby appoint Reliance State Bank as agent for this limited purpose.

# Delivery of e-Bills

Reliance State Bank takes 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. Reliance State Bank is not responsible for any late charges or other adverse consequences. You must direct any questions that 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.

# Availability e-Bills

Funds must be available in the account from which you transfer funds or from which you authorize bill payment on the date you enter the transaction.

# Payments and Transfers from your bank accounts may be processed in the following ways:

"Today": If you designate a bill payment as a "today" transaction, the processing date will be the same day, up to 9:30 pm Central Time. "Today" payments may be changed or canceled any time before the "cut off time" of 9:30 pm Central Time on the processing date of the transaction. "Future": If you designate a payment as a "future" transaction, you may request that the transaction be made on a future date that you may designate up to 365 days in advance. 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. "Future"

transactions may be changed or canceled any time before the "cut off time" of 9:30 pm Central Time on the processing date of the transaction. "Recurring": (For all payee types) If you designate a payment as a "recurring" transaction, you may request that 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. "Recurring" transactions may be changed or canceled anytime up until the "cut off time" on the processing date of the transaction when doing the change or deletion. "Automatic": (Payees with e-Bills only) If you establish automatic payment rules to pay your payee(s), Reliance State Bank authorizes you to make payments to that specific payee(s) automatically based on the rules you create without requiring your approval each time. If an e-Bill is presented for payment that does not meet the criteria of the rules you created, the payment(s) will not be made automatically. You will have to review the e-Bill and make a manual payment for that payee(s) during this billing cycle. Automatic payments may be changed or canceled anytime up until the "cut off time" of 9:30 pm Central Time on the processing date of the transaction by editing or canceling the rules you have created for this payee.

#### Stop e-Bills

All parties have the right to cancel the service at any time. Reliance State Bank will notify you if the Bank discontinues/stops e-Bills.

# Stopping Bill Payments

Stop payment requests can only be placed on check processed payments. There is a stop payment fee for each check payment that you request to be stopped. In order to request a stop payment on a check payment, you must call Reliance State Bank at 515.733.4396 during business hours which are Monday-Friday between 8:00 am and 4:00 pm Central Time, or you may contact FIS Bill Pay and Presentment Customer Service at 1.800.823.7555. Ask us for our current Fee Schedule.

## **Bill Payments**

All payments you make through the Bill Payment and Presentment Service will be deducted from your designated payment account. Any payee you wish to pay through the service must be payable in U.S. Dollars and cannot exceed \$9,999.99. Each payee must appear on the payee list you create with Reliance State Bank and the account you are paying must be in your name. You may not use Online Bill Payment to make payments to a Federal, State or local government, or tax unit, or to other categories of payees that you may establish from time to time.

You are responsible for allowing sufficient time for the payee to receive and process the payment before the payment due date (the due date shown on your invoice or provided in your agreement with payee, not taking into account any grace period provided by the payee). If you do not allow sufficient time, you will assume full responsibility for all late fees, finance charges, or other actions taken by the payee. IMPORTANT: Payments may take up to 5 to 10 business days to reach the vendor (payee), as they are sent either electronically or by check. Reliance State Bank is not liable for any service or late charges levied against you. FIS is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated merchant.

The Bank is not liable for any damages you incur if you do not have sufficient funds in your account to make the payment on the processing date, if the estimated time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to account correctly for the payment in a timely manner, or for any other circumstance beyond the control of the Bank. To use this service, you must keep the Bank aware of changes in your current home and/or business phone numbers, your physical address, and your e-mail address. A written notice will be sent to you of transactions Reliance State Bank is unable to process because of insufficient available funds. In all cases, you are responsible for making alternate arrangements for the payment. Insufficient funds will 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 five 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 FIS has been reimbursed by the payee. You may contact us directly once the payment has been withdrawn from your payment account to request that the block be removed. In this case, access to the Bill Payment and Presentment Service may be restored in as little as one business day. Any scheduled or recurring payments that are to be sent during the time access to the 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 Reliance State Bank has the right to terminate this Service. If Reliance State Bank terminates your Bill Payment Service, you will receive a written notification.

You authorize Reliance State Bank and any third-party acting on Reliance State Bank's behalf, to choose the most effective method to process your payments. When you perform the bill payment function, you will receive a transaction confirmation number for each requested payment. Unless you receive a confirmation number, Reliance State Bank shall not be liable for any failure to make a payment. Payment will be made to your payee either electronically via the Automated Clearing House (ACH) or by check or laser draft. Whether the payment is made electronically or by check is determined by the payee or FIS (e.g., some payees are unable to accept electronic payments).

# **Prohibited Payments**

The following payments types are prohibited through the Service:

- Tax Payments
- Court Ordered Payments
- Payments to payees outside of the United States or its possessions/territories as detailed in the payee limitations section of this Agreement.

The foregoing shall constitute the Service's entire liability and your 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.

#### **Exclusions 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.

## **Password and Security**

You agree not to give or make available your Online Banking access password to any unauthorized individuals. If you permit other persons to use the Service or your Online Banking access password (even though you have agreed not to disclose this information), you are responsible for all transactions they authorize. If you believe that your password has been lost, stolen or compromised, or that someone may attempt to use the Service without your consent or has transferred money from your account by accessing your account without permission, you must notify Reliance State Bank at once by calling us at 515.733.4396. You also agree that Reliance State Bank may revoke your Bill Payment and Presentment Service and/or Online Banking account access if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the password belonging to you and/or your authorized user. Further, you agree that if you have caused a loss to the Bank, Reliance State Bank may revoke or refuse to grant you Bill Payment Services and/or Online Banking access.

# In Case of Errors or Questions About Your Bill Payment Transactions.

You must call Reliance State Bank at 515.733.4396, as soon as possible, if you need more information about a Bill Payment transaction.

# Charges or Fees

You will not be charged a monthly fee for Bill Payment services. See current Fee Schedule for other charges that may apply.

## In the Event a Service Transaction is Returned and/or Overdraws Your Payment Account

In using the Service, you are requesting the system to make payments for you 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), the transaction may not be completed. In some instances you will receive a return notice from Reliance State Bank. In these cases, you agree that a non-sufficient fund (NSF) fee will be charged in accordance with the banks established and published service fees. Further, you also agree that an NSF 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 five 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 FIS has been reimbursed by the payee. You may contact us 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 Service 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 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 Reliance State Bank has the right to terminate this Service.

By enrolling for and using this Bill Payment and Presentment Service you agree that Reliance State Bank has the right to collect funds from all of your accounts as well as the available balance on your line of credit accounts to recover funds for all payments that have been requested to be paid by you and your authorized user; this includes accounts on which you are the primary owner as well as accounts on which you are the joint owner.

## Alterations and Amendments

The terms of this Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall send a notice to you at your address of record or by electronic message via the Online Banking system. Any use of the services after the Service sends you a notice of change will constitute your agreement to such change(s). Further, the service may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the Bill Payment programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

#### Termination or Discontinuation

In the event you wish to discontinue the Service, you must contact Reliance State Bank. You may request the service discontinuation via Reliance State Bank's secure e-mail within Internet Banking.

Written notice must be sent to:

Reliance State Bank 606 Broad St., PO Box 278 Story City, IA 50248

When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated.

We may close your account due to an inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 90-day period. If your account is closed, you will lose all payee details and payment history. Reliance State Bank may terminate service to any individual at any time with cause, without advance notice. Neither termination nor discontinuation shall affect Reliance State Bank's liability or obligation under this Agreement.

#### **Payee Limitations**

Each transaction is limited to \$9,999.99.

The Service reserves the right to refuse to pay any person or entity to which you may direct a payment. The Service 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 Island, Palau, Puerto Rico, and the Virgin Islands), which are prohibited under this Agreement.

#### Information Authorization

Through your enrollment in the Online Bill Payment and Presentment Service; you agree that Reliance State Bank (or its third-party bill pay service provider) reserves the right to request a credit agency report and/or a review of your credit rating at its own expense through an authorized credit agency/bureau. In addition, you agree that the Service reserves the

right to obtain financial information regarding your account from a merchant or financial institution to resolve payment-posting problems.

# Disputes

In the event of a dispute regarding the Service, you and the Service 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 you and the 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 Service's employees says and the terms of this Agreement, the terms of this Agreement shall control.

## Assignment

The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third-party service providers.

#### No Waiver

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service 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.

## Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions for this agreement.

# **ELECTRONIC FUND TRANSFERS**

## Your Rights and Responsibilities

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should print and keep this notice for future reference.

## TYPES OF TRANSFERS, FREQUENCY, AND DOLLAR LIMITATIONS

## Prearranged Transfers.

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking and/or savings account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking and/or savings account(s).

**Telephone Transfers.** You may access your account(s) by telephone at 515.509.2552 - 24 hours a day using a touch tone phone, your account numbers, and your personal identification number to:

- · Transfer funds from checking to savings
- Transfer funds from savings to checking
- · Transfer funds from checking to checking
- Transfer funds from savings to savings

- · Make payments from checking to loan accounts with us
- Make payments from savings to loan accounts with us
- Get checking account(s) information
- Get savings account(s) information
- Transfer funds from your Line of Credit to checking or savings

ATM Transfers. You may access your account(s) by ATM using your Debit Card and personal identification number to:

- Make deposits to checking accounts
- Make deposits to savings accounts
- Get cash withdrawals from checking accounts; you may withdraw no more than \$200.00 per day
- Get cash withdrawals from savings accounts; you may withdraw no more than \$200.00 per day
- Transfer funds from savings to checking
- Transfer funds from checking to savings
- Get checking account(s) information
- Get savings account(s) information
- Some of these services may not be available at all terminals
- A replacement card fee may apply. See Fee Schedule.

# Point of Sale Transactions. Using your Debit Card:

- You may access your checking account(s) 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 \$1,000.00 in transactions per day using your debit card.
- Signature based (credit) transactions are limited to \$1,000.00 per day using your debit card.

Computer Transfers. You may access your account(s) by computer by registering at <a href="www.RSBiowa.com">www.RSBiowa.com</a> and using your username and password to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking to checking
- Transfer funds from savings to savings
- Make payments from checking to loan accounts with us
- Make payments from savings to loan accounts with us

- Get checking account(s) information
- Get savings account(s) information
- Make payments by computer Bill Pay from checking to third parties
- Transfer funds from your Line of Credit to checking or savings

**Mobile Banking Transfers.** You may access your account(s) by web-enabled cell phone by registering for online banking and using your username and password to:

- · Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking to checking
- Transfer funds from savings to savings
- Make payments from checking to loan accounts with us
- Make payments from savings to loan accounts with us
- Make payments from checking to third parties using bill pay
- · Get checking account(s) information
- Get savings account(s) information
- Transfer funds from your line of credit to checking or savings
- Website to login to online banking www.RSBiowa.com
- You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

# **Electronic Fund Transfers 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. Examples of these transfers include, but are not limited to:

- **Electronic check conversion.** You may authorize merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

## **GENERAL LIMITATIONS**

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

Because we implement fraud monitoring systems to help protect your account(s)/funds, you may have Debit Card
transactions denied for various reasons, some of which might be due for a temporary card block for suspected
fraudulent transactions/activity.

#### **FEES**

A fee may apply for Electronic transfers and preauthorized withdrawals. See automatic transfer form for details.

Except as indicated above, we do not charge for Electronic Fund Transfers.

**ATM Operator/Network 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).

#### DOCUMENTATION

**Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using a(n)

- automated teller machine
- point-of-sale terminal

You may not get a receipt if the amount of the transfer is \$15 or less.

**Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 515.733.4396 to find out whether or not the deposit has been made.

#### In addition,

- You will get a monthly account statement from us for your savings account, unless there are no transfers in a
  particular month. In any case you will get a statement at least quarterly.
- You will get a monthly statement from us for your checking account.

## PREAUTHORIZED PAYMENTS

**Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

- Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
- We will charge per fee schedule for each stop payment.

**Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

# FINANCIAL INSTITUTION'S LIABILITY

Liability for failure to make 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, for instance:

- . If, through no fault of the bank, you do not have enough money in your account to make the transfer.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions
  that we have taken.
- There may be other exceptions stated in our agreement with you.

#### CONFIDENTIALITY

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

- where it is necessary for completing transfers; or
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- · in order to comply with government agency or court orders; or
- · if you give us written permission;
- as explained in the separate Privacy Disclosure.

## **UNAUTHORIZED TRANSFERS**

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 was sent, 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, of 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.

Mastercard® Debit Card. Additional Limits on Liability for a Debit Card.

You will not be liable for any unauthorized transactions using your Mastercard debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark, and the circle design is a trademark of Mastercard International Incorporated.

Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or
write us at the telephone number or address listed at the end of this disclosure. You should also call the number
or write to the address listed at the end of this disclosure if you believe a transfer has been made using the
information from your check without your permission.

#### **ERROR RESOLUTION NOTICE**

In Case of Errors or Questions about your Electronic Transfers, call us or write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, 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 that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days involving a Visa® point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days involving a Visa point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa or 20 business days if the transfer involved a new account) 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. 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 after 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.

## ADDITIONAL INFORMATION:

If your Debit Card has been lost or stolen, please call the bank at 515.733.4396 or 800.535.2169 in Story City or call 641.923.2801 in Garner.

See current fee schedule for additional fees that may affect this account.

Certain fees may be subject to sales tax.

Reliance State Bank reserves the right to suspend or cancel your debit card if we believe you are abusing your card privileges.

Debit Card holders at Reliance State Bank are entitled to a variety of enhanced benefits through Mastercard®. Visit our website to learn more <a href="https://www.RSBiowa.com">www.RSBiowa.com</a>

Reliance State Bank - Locations

## STORY CITY:

606 Broad St., PO Box 278, Story City, IA 50248 Ph. 515.733.4396 or 800.535.2169 Lobby M-TH 9am-4pm, F 9am-5pm; Drive-up M-F 8am-5pm, Sat. 8am-11:30am

#### GARNER:

**175 E. 3rd St., PO Box 129, Garner, IA 50438 Ph. 641.923.2801**Lobby M-TH 9am-4 pm, F 9am-5pm; Drive-Up M-F 8am-5pm, Sat 8am-11:30am

Business Days: Monday through Friday, excluding Federal Holidays

#### Money Management<sup>a</sup> & Debit Rewards Offers -- End User License Agreement

In addition to the above content, if you decide to use either Money Management<sup>a</sup> or the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service:

## LICENSE GRANT AND RESTRICTIONS

You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the Money Management<sup>a</sup> Service (the "Service") solely to manage your financial data, and the purchase rewards application ("Debit Rewards Offers") to benefit from your debit card purchases.

In addition to the Money Management<sup>a</sup> Service and the Debit Rewards Offers, the terms "Service" and "Debit Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, Debit Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Service or Debit Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Service and Debit Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Money Management<sup>a</sup> site or from the Debit Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Service or Debit Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service or Debit Rewards Offers or any services provided in connection with them, prevent access to or the use of the Service, Debit Rewards Offers or any services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Service; or (vii) otherwise use the Service, Debit Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

#### OWNERSHIP

The Service and Debit Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

## YOUR INFORMATION AND ACCOUNT DATA WITH US

You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service, Debit Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, Debit Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service, Debit Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, e-mail and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Service, Debit Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Service, Debit Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

#### YOUR INFORMATION AND ACCOUNT DATA WITH OTHER FINANCIAL INSTITUTIONS

Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called "aggregation"). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

# USE, STORAGE, AND ACCESS

We shall have the right, in our sole discretion and with reasonable notice posted on the Money Management<sup>a</sup> site and/or sent to your e-mail address provided in the Registration Data, to establish or change limits concerning use of the Service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the Service in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Service and any related services to which such changes relate. Your continued use of the Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

# THIRD PARTY SERVICES

In connection with your use of the Service, Debit Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions

governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services

#### THIRD PARTY WEBSITES

The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, Debit Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

#### **EXPORT RESTRICTIONS**

You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and reexport restrictions imposed by US law.

#### DEBIT REWARDS OFFERS

If you decide you wish to participate in the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service:

<u>Debit Rewards.</u> You will earn rewards for your participation in the Debit Rewards Offers program based on total purchases. If you participate in the Debit Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Debit Rewards Offers deposit account associated with the Debit Rewards Offers program.

<u>Debit Rewards Offers Account.</u> You must use the debit card associated with the Debit Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Debit Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Debit Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Debit Rewards Offers program.
- The rewards information that we provide to you, is provided "as is" and "as available".
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not
  apply to you, and that you may also have other rights, which vary from state to state.

Reliance State Bank 606 Broad St. PO Box 278 Story City, Iowa 50248 PH. 515.733.4396 PH. 800.535.2169

Business Days: Monday through Friday, excluding Federal Holidays

info@RSBiowa.com