

# The State Bank Online Banking Terms and Conditions

## I. Introduction

This Online Banking Services Agreement (“Online Banking Agreement”) explains the terms and conditions governing the Online Banking Services offered through The State Bank. You should read this Online Banking Agreement and the related information provided by the Bank prior to using Online Banking. By using the Online Banking Services, you agree to abide by the terms and conditions of the Online Banking Agreement. The terms “we”, “us”, “our”, and “Bank” refer to The State Bank. The words “you”, “your”, and “yours” mean each deposit account owner, authorized deposit account signer, and anyone authorized to act on behalf of a deposit account owner. You agree that the Bank may provide any notices required by law or by this Agreement in electronic form.

## II. Accessing Your Accounts Through Online Banking

You can access your accounts through Online Banking. Each of your accounts at the Bank is also governed by your Deposit Account Agreement, Account Terms and Conditions, Funds Availability Act Disclosure, Electronic Funds Transfer Act Disclosure, and related account disclosures (collectively referred to as “Disclosures”). Please contact The State Bank at 712-336-2455 if you need a copy of any of these disclosures.

### A. Requirements

To access your personal and/or business accounts through Online Banking, you must have an eligible Bank account, a User ID, and an online banking password. \* You must also be at least 13 years old to sign up for Online Banking.

### B. Fees

There are no monthly fees for accessing your account(s) through Online Banking. For a complete list of other fees see your Limits and Fees Disclosure.

### C. Electronic Mail (E-Mail)

Sending E-Mail through Online Banking is a way to communicate with the bank. Online Banking has provided E-mail capabilities for you to ask questions about your account(s) or to provide us comments on your banking service. This E-mail capability is accessible after you sign on with your password to a secure session with Online Banking. An Internet record that an E-mail has been “sent” or “received” is not verification that the E-mail has been received by The State Bank. You cannot use E-mail to initiate transactions on your account(s). For transactions, please use the appropriate functions within Online Banking or call The State Bank at 712-336-2455

### D. New Services

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

### III. Terms and Conditions

The first time you, or someone authorized by you on your behalf, access your Bank accounts through Online Banking the system confirms your agreement to be bound by all the terms and conditions of this Online Banking Agreement and acknowledges your receipt and understanding of this disclosure.

#### A. Online Password

You create a password that will give you access to your Bank accounts through Online Banking. We are entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize this online password and do not write it down. You are responsible for keeping your password and account data confidential.

#### B. Computer Requirements

To use Online Banking Services, you must have your own Internet Service Provider and the necessary computer equipment required by the browser which you select. You are responsible for the selection, installation, maintenance, and operation of your computer and software. Your computer system may include other financial services software which is not associated with the Bank and the Bank is not responsible for them.

#### C. Liability

Except as specifically provided in this agreement or where the law requires a different standard, you agree that neither the service providers nor the Bank shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, the Bank, or by Internet browser providers, 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, or Internet browser or access software even if we have been advised of the possibility of such damages. We are not responsible for any computer virus or related problems that may occur with your use of our Online Banking Services. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT INCLUDING BUT NOT LIMITED TO AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.

#### D. Business Days

The term "business days" means Monday through Friday, excluding Saturday, Sunday, and federal banking holidays.

#### E. Hours of Accessibility

You can access your Bank accounts through Online Banking 24 hours a day, seven days a week. However, at certain times, some or all the Online Banking features may not be available due to system maintenance. A transfer initiated through Online Banking before 4:00 P.M. (Central Standard Time) on a business day is posted to your account the same day. All transfers completed after 4:00 P.M. (Central Standard Time) on a business day or on a Saturday, Sunday or banking holiday will be posted on the next business day. Our business days are Monday through Friday, except for banking holidays. Our banking holidays shall mean all federal banking holidays.

## F. Additional Terms and Conditions

### 1. Obtaining Account Balance Transaction History

You can obtain balance and transaction history on all eligible accounts that are enrolled in Online Banking.

### 2. Transferring Funds

You may make transfers between the following eligible accounts:

- from checking, savings, or line of credit to checking or savings
- make payments from checking, savings, or line of credit to loans or lines of credit with us.

You may transfer amounts up to the available balance in your account(s), however the number of transfers from savings or money market accounts may be limited as described in the applicable Deposit Account Agreement and Disclosures. Transfers cannot be made from time certificates of deposit. The Bank reserves the right to limit the frequency and dollar amount of transactions from your account for security reasons.

We will not be liable for failure to complete a transfer:

- 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.
- if the money in your account is subject to a legal process or any other encumbrance or claim restricting the transfer.
- if there are insufficient funds in your account, we may decline to complete the transfer.
- if the system, computer was not working properly, and you knew about the problem when you requested the transfer.
- if circumstances beyond our control such as fire, flood, computer breakdown or problems with the telephone line prevent the transfer despite reasonable precautions we have taken.
- if you have not properly followed the software manufacturer's recommendations or Online Banking Services instruction on how to make a transfer.
- if a transfer could not be completed due to systems unavailability.

## IV. Notifications and Alerts

### A. Alerts

Your enrollment in Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time or cancel old alerts. We usually notify you when we cancel alerts but are not obligated to do so. We reserve the right to terminate our alerts service at any time without prior notice to you.

### B. Methods of Delivery

We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d)

your Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us regarding your primary and secondary email addresses or mobile device number.

### C. Alerts via Text Message

To stop alerts via text message, text "STOP" to 31727 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Online Banking. For help with SMS text alerts, text "HELP" to 31727. In case of questions please contact customer service at 712-336-2455. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS

### D. Limitations

We provide alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold The State Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

### E. Alert Information

As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

## V. General Terms

### A. Changes to Charges, Fees, or Other Terms

We reserve the right to change the charges, fees or other terms described in this Online Banking Agreement. When changes are made to any fees, charges, or other material terms we will update this Online Banking Agreement, and either send a notice to you at the address shown on our records, or send you an electronic mail message (E-Mail). If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in

our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Deposit Account Agreement and Disclosures and Limits and Fees Disclosure.

#### B. Disclosure of Account Information

Please call The State Bank at 712-336-2455 and request a privacy disclosure for our privacy policy.

#### C. Other Agreements

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

#### D. Termination of This Agreement

Either you or we may terminate this Online Banking Agreement at any time upon giving notice of the termination to the other party. After 6 months of non-usage or inactivity, the Bank reserves the right to terminate this Online Banking Agreement and your access to Online Banking Services, in whole or in part, at any time without prior notice to you. Upon termination, we reserve the right to make no further payments or transfers from your account(s), including payments or transfers you have previously authorized. If you terminate your Online Banking Services, you authorized the Bank to continue making transfers you have previously authorized until such time as the Bank has had a reasonable opportunity to act upon your termination notice. You agree that upon termination of your Online Banking Services, either by you or by us, you will cancel all automatic or recurring transfers you have previously authorized, and that if you fail to do so, you are responsible for such payments.

#### E. Assignment

The Bank may assign this Online Banking Agreement to its parent corporation or to any now existing or future direct or indirect subsidiary of its parent corporation. The Bank may also assign or delegate certain of its rights and responsibilities under this Online Banking Agreement to independent contractors or other third parties.

#### F. Governing Law

This Online Banking Agreement will be governed by and interpreted in accordance with all applicable federal and state laws and regulations. To the extent there is no applicable federal law or regulation, this Online Banking Agreement will be governed by and interpreted in accordance with the laws of the State of Iowa.

#### G. Severability

In the event any provision of these terms is held unenforceable, it will not affect the validity or enforceability of other provisions of this Online Banking Agreement. The unenforceable provision will be replaced either by another enforceable provision contained either within this Online Banking Agreement or other related Banking agreement, or by an enforceable provision of the law which most closely reflects the intention of the unenforceable provision.

## H. Recording and Retention of Information

You agree that we may record the information and electronic messages you enter through your use of the Online Banking Services. You also agree that all information submitted by you will become the property of the Bank.

## VI. Protecting Your Account

### A. Preventing Misuse of Your Account

#### 1. Periodic Statements

Your role is extremely important in the prevention of any wrongful use of your account. You will receive a periodic statement for your accounts as described in the Deposit Account Agreement and Disclosures. This statement will include all transactions posted through your use of the Online Banking Services. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call The State Bank at 712-336-2455.

#### 2. Protecting Personal Information

In addition to protecting your account information, you must take precautions to protect your personal identification information, such as your driver's license, Social Security Number, User ID, passwords, etc. This information, by itself or together with information on your account, may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

#### 3. Taking Care of Your Online Password

The password that is used to gain access to Online Banking Services should be kept confidential. For your protection we recommend that you change your online password regularly. We recommend that you memorize this online password and do not write it down. You are responsible for keeping your password, User ID, account number and other account data confidential. YOU HEREBY AUTHORIZE US TO ACCEPT INSTRUCTIONS FROM ANYONE USING YOUR PASSWORD. WE SHALL HAVE NO LIABILITY FOR RESULTING DAMAGES WHEN THE PASSWORD HAS BEEN USED TO ACCESS THE ONLINE BANKING SERVICES. IF YOU BELIEVE THAT YOUR ONLINE PASSWORD MAY HAVE BEEN LOST OR STOLEN, OR THAT SOMEONE HAS TRANSFERRED OR MAY TRANSFER MONEY FROM YOUR ACCOUNT WITHOUT YOUR PERMISSION YOU AGREE TO NOTIFY THE STATE BANK AT 712-336-2455 IMMEDIATELY. The bank may cancel your password at any time if necessary, to maintain the security of your accounts.

### B. Multi-Factor Authentication

As an additional means of security, the Bank has implemented multi-factor authentication. When you log into Online Banking for the first time, you will need to set your security profile. The security profile consists of 3 challenge questions. Once your security profile is set up, you will be able to access your account.

### C. Unauthorized Transactions

Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). Notify us at once if you believe another person has improperly obtained your online password. Also notify us if someone has transferred or may transfer

money from your account without your permission, or if you suspect any fraudulent activity on your account. To notify us, call The State Bank at 712-336-2455, Monday through Friday 8:30 A.M. through 4:00 P.M. (Central Standard Time) or write to The State Bank, 1902 Hill Ave, P. O. Box G, Spirit Lake, IA 51360.

If you tell us within two business days after you learn of the loss or theft of your online password, you can lose no more than \$50 if someone used your online password without your permission. If you do not tell us within two business days after you learn of the loss or theft of your online password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement 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 mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

#### D. Error Resolution

In case of errors or questions about your electronic transfers, call 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 (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 (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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before the account is opened.

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.

If you have inquiries regarding your account, please contact us at:

The State Bank  
1902 Hill Avenue  
P.O. Box G  
Spirit Lake, IA 51360-0138  
PHONE: (712)336-2455

## VII. Miscellaneous Fees and Charges

Miscellaneous fees and charges will be charged in accordance with the Bank's Limits and Fees Disclosure.

By clicking "I Agree", you are agreeing to use this service and be bound by the preceding terms and conditions.