

Iowa State Bank

Clarksville, IA

Online/Mobile Banking Agreement and Disclosure

This Agreement governs the use of Iowa State Bank’s Online/Mobile Banking Service, jointly referred to as the "Service," provided by Iowa State Bank, also referred to as "Bank". By using the Service to conduct transactions, you agree to the terms of this Agreement.

Definitions

As used in this Agreement, "account" and "accounts" mean the Iowa State Bank account in which you are either the owner or joint owner. "Loan account" and "loan accounts" mean any loan you have with Iowa State Bank. "You," "your," and "yours" mean the person(s) using the Service. "We," "our," us," "Bank", and "Financial Institution" refer to the individual Financial Institution (Iowa State Bank) that holds your accounts. "Authorized Representative" refers to a person with authority (with respect to the account). "Online Banking" is the internet-based service providing access to your Bank account(s); "Mobile Banking" is the mobile device service providing access to your Bank account(s); "User ID" and "Password" are a customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service.

The Service

To use Online/Mobile Banking, you must have at least one Iowa State Bank account. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Service may be suspended for brief periods of time for purposes of maintenance, updating, and revising the software.

Iowa State Bank’s Online/Mobile Banking system currently allows our customers to:

	Online Banking	Mobile Banking	Mobile App Banking
View Account Balances	X	X	X
View Transaction History	X	X	X
View Loan Payment History	X	X	X
Transfer Between Accounts	X	X	X
Make Loan Payments	X	X	X
Account Alerts	X	X	
Bill Pay	X	X	
Financial Management	X	X	
Stop Payment Request	X	X	
Export to Personal Finance Manager	X		
Print Account Statements	X		
Send Secure Messages to ISB	X		
View E-Statements	X		
Mobile Deposit Capture			X

****Important Note****

Email transmissions outside of the Iowa State Bank Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public email system. If you wish to contact us electronically, please use the Secure Messaging provided on the Iowa State Bank Online Banking site. Use this secure form to contact the Bank regarding inquires about an electronic funds transfer error resolution, sending follow up documentation for previously reported unauthorized transactions, or contacting the Bank regarding other concerns of a confidential nature.

****Important Note****

If you would like to pay off a loan please stop in or call Iowa State Bank.

Business Day

For purposes of transactions, Iowa State Bank's business day refers to any calendar day other than Saturday, Sunday, or any holidays recognized by Iowa State Bank. All Online/Mobile Banking transactions have a cut off time of 2:00 pm. If you conduct an Online/Mobile Banking transaction before 2:00pm on a business day, we will consider that day to be the day of your transaction. However, if you conduct a transaction after 2:00pm on a business day, we will consider the transaction was made on the next business day. Iowa State Bank's business day begins at 8:00 a.m. CST. Iowa State Bank reserves the right to deny access to any account or to deny transactions under certain circumstances.

Charges or Fees

Iowa State Bank's Online/Mobile Banking Service is FREE of charge. Subject to applicable law, you agree to pay us the fees and charges shown in the Schedules as are applicable to your Account or for other services performed by us. You agree the fees and charges may be changed by us from time to time and authorize us to charge your account for their payment whether or not each charge results in an overdraft of your account. Existing and future charges may be based upon the overall costs of providing account services and may or may not be based upon the direct cost or expense associated with providing the particular service involved. The charges may be based on consideration of profit, competitive position, deterrence of misuse of account privileges by customers, and the safety and soundness of the financial institution. We will notify you of the changes, to the extent required by law.

Statements

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account. In addition, Iowa State Bank will make E-Statements available to those customers who sign up to receive electronic statements; and therefore discontinue receiving paper statements in the mail.

Payee Limitation

Iowa State Bank reserves the right to refuse to make any payment you have directed. Iowa State Bank is obligated to notify you promptly if it decides to refuse to complete your payment instruction. This notification is not required if you attempt to make payments which are prohibited under this Agreement.

Systems and Software

We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately. You are also responsible for any telephone charged incurred in connecting to your Internet Service Provider (ISP) that gives you access to the Internet.

Virus Protection

Iowa State Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC/device using a reliable virus product to detect and remove any viruses. Undetected or un-repaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

Security Procedures

By accessing the Service, you hereby acknowledge that you will be entering a protected web site owned by the Bank, which may be used only for authorized purposes. The Bank may monitor and audit usage of the System, and all persons are hereby notified that use of the Service constitutes consent to such monitoring and auditing. Unauthorized attempts to up-load information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.

Use of Your Security Questions and Password

You are responsible for keeping your Password and Online/Mobile Banking account information confidential. In order to help protect yourself against fraud, you should, at a minimum, adhere to the following guidelines:

- Do not give out your account information, User ID, or Password;

- Do not leave your PC unattended while you are using Iowa State Bank's Online Banking service; or leave your Mobile Device unattended while you are using Iowa State Bank's Mobile Banking service;
- Never leave your account information within range of others;
- Do not send privileged account information (account number, Password, etc.) in any public or general email system; or text privileged account information using your Mobile Device;
- Do not store important personal information on your Mobile Device.
- If applicable, close your browser when you are finished, so that others cannot view any account information displayed on your computer/device.
- Report all crimes to law enforcement officials immediately.
- Do not choose an easily guessed password, and never write down your password.

Third-Party Services

In addition, as an additional service, the Online/Mobile Banking services may occasionally provide links to web pages provided by third parties. When you access those web pages provided by third parties, you are leaving the Bank's secure web site. Some of those pages may not be secure. Each of those web sites will operate under its own privacy policy. You are solely responsible for reviewing the privacy policy on each website and providing only that information you believe it is appropriate to share with the provider of that website.

Our site may include promotional materials via links to web pages provided by third parties from whom you may purchase certain goods or services. You understand that we do not operate or control the products or services. The party providing each product or service is responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between you and those third parties. You agree that your use of any such service is **AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, AND MERCHANTABILITY OR NONINFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND OTHER SITES LINKED TO OUR SITE.**

Credit Verification

You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for the Account, reviewing or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your account to a credit reporting agency if your Account was closed because you have abused it.

Notices

The following terms apply to notices relating to your Account. (A) Notice of Amendments. You agree that the terms and conditions of the Agreement, including without limitation all rates, fees, and charges, may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the Account evidences your agreement to any amendment. Notices will be sent to the most recent address shown on our records for your Account. Only one notice will be given in the case of joint account holders. (B) Account Changes. Any account holder or person authorized to sign on an account is required to notify us in writing if any account holder or other person authorized to sign on an account dies or is declared incompetent by a court. It is your responsibility to notify us of any change in your address or name. We are required to honor items drawn only on the listed Account name. Further, we are required to attempt to communicate with you only at the most recent address provided to us.

Account Termination

To terminate this Agreement, you must notify Iowa State Bank and provide your name, address, the Service you are discontinuing, and the terminated date of the Service by calling 319-346-1226, or speaking with a Customer Service Representative at an Iowa State Bank branch location. **Recurring transfers will not necessarily be discontinued because you terminate access to the service.** In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Service in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your User ID or password as an indication of an attempted security breach.

Termination of the Service does not affect your obligations under this Agreement with respect to occurrences before termination. You and we agree that either of us may close your Account and terminate this Agreement at any time with or without cause. We will provide written notice to you in advance if we decide to terminate your Account relationship for any reason other than abuse of the account relationship or to prevent a loss. You agree that advance written notice from us will be reasonable if it is mailed to your statement mailing address immediately upon account closure. You agree that in instances of account abuse or to prevent a loss, notice is reasonably given by us if mailed immediately upon account closure. You may close any of your accounts by notifying us in writing. Further, for security reasons, we may require you to close your Account and to open a new account if: there is a change in authorized signers; there has been a forgery or fraud reported or committed involving your Account; any Account checks are lost or stolen; you have too many transfers from your Account; or, any other provision of our Agreement with you is violated. After the Account is closed, we have no obligation to accept deposits or pay any outstanding checks. You agree to hold us harmless for refusing to honor any check drawn on a closed account. The termination of this Agreement and closing of an account will not release you from any fees or other obligations incurred prior to the date upon which this Agreement is terminated and an account closed, any fees assessed by us in the process of closing an account, or from your responsibility to maintain sufficient funds in an account to cover any outstanding checks or other debit items.

We may convert your Online/Mobile Banking Service to inactive status if you do not sign on to the Service or have any transactions scheduled through the Service during any consecutive 90 day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

Financial Institution Liability

You agree that if we do not properly complete a transaction according to the Agreement, we will not be liable in any event for losses or damages in excess of the amount of the transaction, and we will not be liable if circumstances beyond our control prevent the transaction, or the funds in your Account are or may be subject to legal process or other claim. **In no event will we be liable for consequential damages.** In receiving items from you for withdrawal or deposit, we act only as your agent. You are responsible for the condition of a check or item when you issue it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay. We reserve the right to refuse any item for deposit or to reverse credit for any deposited items or to charge your Account for items should they become lost in the collection process.

No Waiver

You agree that we may waive, in our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time the Account is opened or subsequent thereto, on a one-time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement.

Assignability

The account established under this Agreement is not assignable or transferable except with our consent. We must approve any pledge of the Account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the Account be closed and a new account opened in the name of the transferee or pledgee.

Governing Law

This Agreement shall be governed by and construed in accordance with all applicable federal laws and regulations and all applicable substantive laws of the State of Iowa. In addition, we are subject to certain federal and state regulations and local clearing house rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

Miscellaneous Provisions

If you or your Account becomes involved in any legal proceedings, your use of the Account may be restricted. You agree not to use the Account in any illegal activity. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so. You understand that supervisory

personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment. If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. You authorize us to deduct any such loss, costs, or expenses from your Account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your Account and situations where we become involved in disputes between you and an authorized signer (including an Authorized User), a joint owner, or a third party claiming an interest in your Account. It also includes situations where any action taken on your Account by you, an authorized signer (including an Authorized User), a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us. If a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of the Agreement in all other respects shall remain valid and enforceable.