

## **New Albin Savings Bank**

### **ONLINE BANKING (INTERNET) AGREEMENT**

PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS

#### **1. The Service**

In consideration of the Retail Online Banking services (the "Service") to be provided by New Albin Savings Bank of New Albin, Iowa ("Bank"), as described from time to time in information distributed by Bank to its customers, the Customer and Bank agree as follows:

In this agreement, "Customer" refers to the person(s) and/or entity(ies) subscribing to or using the Service. Customer may use a Personal Computer or other device ("PC") through an Internet connection obtained from an Internet Service Provider ("ISP") to access the Service. The Service will allow customer through this connection to obtain account balances and transaction information.

In this agreement, a "Transfer" is any electronic banking transaction that moves funds to or from Customer's accounts. Customer may also use a PC to transfer money between Customer's accounts held at New Albin Savings Bank. Transfers from Customer's savings and Money Market accounts are considered pre-authorized transfers, and pre-authorized transfers are limited to six (6) per monthly statement cycle by federal regulations.

To initiate setup of the Service, Customer will enroll on our website at [www.newalbinsavingsbank.com](http://www.newalbinsavingsbank.com). After verification of an account number, social security number, mother's maiden name, and email address, the customer can finish the enrollment process.

When any payment or other online service generates items to be charged to Customer's account, Customer agrees that Bank may debit the designated account, or the account on which the item is drawn, without requiring Customer's signature on the item and without any notice to the Customer.

This Agreement supplements any other agreements or disclosures related to Customer's account(s), including the deposit account agreement and disclosures. For all non-personal accounts, Bank will require the governing body of the legal entity subscribing to the Service to provide a separate authorization indicating who is authorized to act on its behalf. Bank will honor the authorization until written notice of a change from the governing body of the legal entity is received by the Bank.

Additionally, Customer will be subject to the terms or instructions appearing on the screen when using the Service.

#### **2. Business Days and Hours of Operation**

Bank's normal business days and business hours are 8:00 a.m. to 5:00 p.m. on Monday through Thursday and 8:00 a.m. to 5:30 p.m. on Friday, except for bank holidays. Although payments and transfers can only be completed on business days, the Service is normally available 24 hours a day, seven days a week for the scheduling of payment orders and transfers. The Service may be closed at different times for scheduled maintenance periods. Payment orders and transfers must be scheduled by 2:30 p.m. on a business day (1:30 p.m. on the last business day of the month) for the transaction to be processed on that business day. All times are in central standard time ("CST").

#### **3. Customer's User Code and Password**

Each Customer who has access to Bank's Service must designate a Password. "Password" refers to a word or phrase the Customer has set to gain admission to the Service. Password must be a minimum of 10 characters, up to a maximum of 17 characters. The Password is case sensitive and requires a minimum of two (2) numeric, four (4) lower case alpha characters, and one (1) special character to be used. If Customer loses or forgets Password, please click on "Forgot password?" link in the Online Banking login page or call (563) 544-4214 during normal business hours listed above.

Bank may accept as authentic any instructions given to us through the use of Customer's Password. Customer agrees that if they give their Password to someone else, Customer is authorizing them to act on Customer's behalf, and Bank may accept any instructions that person gives Bank through their use of the Service, including instructions to make transfers. Customer agrees to keep their Password secret and to notify Bank immediately if their Password is lost or stolen or if Customer believes someone else has discovered their Password. Bank's Online Banking Service enables Customer to change their Password. Bank requires Customer to change their Password every six months for enhanced security. Customer agrees to NOTIFY THE BANK IMMEDIATELY if Customer believes or suspects that their Password has been lost or stolen. It is Customer's responsibility to keep their Password confidential. Additional Customer requirements are related to confidentiality of Customer's Password are listed in paragraph 9, Notice of Customer's Rights and Liabilities, below.

#### **4. Bank's Liability for Failure to Complete Transactions**

If the Bank does not complete a transfer to or from Customer's account on time or in the correct amount according to Bank's agreement with Customer, Bank shall not be liable for any of Customer's losses or damages. This limitation on the Bank's liability includes but is not limited to the following specified limitations. The Bank will not be liable when any of the following affects the Bank's ability to complete a transfer:

- a. If Customer does not maintain the proper available balance in Customer's account to complete a transaction;
- b. If the money in Customer's account is subject to legal restrictions or other encumbrances restricting transfer;
- c. If the automated teller machine or the merchant where Customer is making the transfer does not have enough cash;
- d. If the Retail Online Banking system or other system being utilized was not working properly;
- e. If circumstances beyond Bank's control (such as fire, flood or systems failure) prevent the transfer, despite reasonable precautions Bank has taken;
- f. If there is any interruption of Service due to hardware, software and/or internet connection problems;
- g. If Customer fails to properly install and maintain appropriate software on Customer's home computer;
- h. If Customer's computer system was not functioning properly at the time Customer initiates a transaction or if Customer initiates a transaction at a time when Customer knew the systems were not working properly;
- i. If there is any disruption of telephone service and/or telecommunication service;
- j. If Customer fails to follow online instructions for making a transfer or payment or supply full, correct and complete information to properly complete a transaction;
- k. If the payee, mail service, or other delivery system mishandles or delays handling payments sent by Bank.

#### **5. Notification**

All payments, transfers, and/or fees paid with Bank's Service will appear on Customer's monthly account statement and also through the Service the same day the transaction was processed, unless the transaction was initiated after 2:30 p.m. Any transactions initiated after 2:30 p.m. will then show on the business day following the date the transaction is processed. The date of the payment, the description, and the payment amount will be shown for each payment made through the Service during that statement period. By signing this Agreement and using this Service, Customer is agreeing to accept notification by means of a message sent to the most recent email address that customer has authorized to receive such notices and/or disclosures. It is the responsibility of the Customer to notify Bank immediately of a change of email address.

#### **6. Fees**

Fees for Bank's Service shall be payable in accordance with a schedule of charges as established and amended by Bank from time to time. Charges will be automatically deducted from Customer's account, and Bank must provide to Customer monthly notice of such debit(s) on Customer's statement.

#### **7. Equipment and Internet Connection**

Customer is responsible for the equipment and the initial setup of Customer's personal computer and software used to access the Service. Bank is not responsible for errors or delays or Customer's inability to access the Service caused by Customer's equipment, software, or systems. Bank is not responsible for the cost of upgrading

Customer's equipment to stay current with the Service, nor is Bank responsible, under any circumstances, for any damage to Customer's equipment or the data resident thereon.

Bank is not responsible for any electronic virus or viruses that Customer may encounter. Bank encourages its Customers to routinely scan the PC(s), hard drives, diskettes and other storage devices using a reliable updated virus product to detect, repair and/or remove any viruses. Undetected or unrepaired viruses may corrupt and destroy Customer's programs, files, and even Customer's hardware. Additionally, Customer may unintentionally transmit the virus to other persons or entities.

Bank is not responsible for establishing or maintaining the Customer's connection to the ISP to use the Service or for any interruption of the Service during use. If Customer suspects any technical difficulties in Customer's hardware, software, and/or internet connection while using the Service, it is recommended that Customer either access the Service the following business day to ensure that transactions have been posted to Customer's account as initiated or that Customer call Bank to verify the transactions.

## **8. Security Procedures**

By accessing the Service, Customer hereby acknowledges that Customer will be entering a protected website owned by Bank, which may be used only for authorized purposes. Bank may monitor and audit usage of the Service, and all persons are hereby notified that use of the Service constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on these websites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.

## **9. Notice of Customer's Rights and Liabilities**

Bank may be liable for certain security breaches to the extent required by applicable law and regulation. Bank does not assume any other liability or otherwise guarantee the security of information in transit to or from Bank's facilities or to or from its computer service provider. Please note that Bank reserves the right:

- a. To monitor and/or record all communications and activity related to the Service; and
- b. To require verification of all requested transfers in the manner Bank deems appropriate before making the transfer (which may include written verification by Customer).

Customer agrees that Bank's records and its service provider's records will be final and conclusive as to all questions concerning whether Customer's Password was used in connection with a particular transaction. If any unauthorized use of Password occurs, Customer agrees to:

- a. Cooperate with Bank, its service providers, and law enforcement authorities in identifying and prosecuting the perpetrator; and
- b. Will provide reasonable assistance requested by Bank in recovering any unauthorized transfer of funds.

Customer agrees to NOTIFY THE BANK IMMEDIATELY if Customer believes or suspects that Customer's Password has been lost or stolen. If Customer believes Customer's Password has been lost or stolen or that someone has transferred or may transfer money from Customer's account without Customer's permission, call (563) 544-4214 during normal business hours listed above. **BANK CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.** Customer could lose all of the money in Customer's account subject to limitations under federal law. Federal law governs limits to the liability incurred by Customer if a password is stolen or an illegitimate transfer is made. If Customer notifies Bank in writing within two (2) business days that their password was stolen or lost, Customer can lose no more than \$50. If Customer does NOT tell Bank within two (2) business days after Customer learns of the loss or theft of Customer's Password, and Bank can prove that Bank could have stopped someone from using Customer's Password without Customer's permission if Customer had told Bank that their password was stolen or lost, then Customer could lose as much as \$500. Also, if Customer's statement shows transfers that Customer did not make, Customer should tell the Bank at once. If Customer does not notify the Bank in writing within sixty (60) days after the statement was mailed to Customer, Customer may not get back any money Customer lost after the 60 days if Bank can prove that Bank could have prevented someone from taking the money if Customer had told Bank prior to the expiration of the 60 days.

## **10. Error and Questions.**

In case of errors or questions about Customer's electronic transactions, telephone Bank at (563) 544-4214 during business hours outlined above or contact us at:

New Albin Savings Bank  
P.O. Box 8  
118 Main St NE  
New Albin, IA 52160

This contact must be made as soon as Customer can. If Customer thinks Customer's statement or receipt is wrong or if Customer needs more information about a transaction listed on the statement or receipt, Bank must hear from Customer no later than sixty (60) days after Bank sent Customer the FIRST statement on which the problem or error appeared.

Customer will need to:

- a. Tell Bank Customer's name and Account number (if any);
- b. Describe the error or the transaction Customer is unsure about, and explain as clearly as Customer can why it is an error or why Customer needs more information; and
- c. Tell Bank the dollar amount of the suspected error.

If Customer tells Bank verbally, Bank may require sending the complaint or question in writing within ten (10) business days. Bank will determine whether an error occurred within ten (10) business days, (twenty (20) business days if the transfer involved a new account) after Bank hears from Customer and will correct any error promptly. If Bank needs more time, however, Bank may take up to forty-five (45) days (ninety (90) days if the transfer involved a new account) to investigate Customer's complaint or question. If Bank decides to do this, Bank will credit Customer's account within ten (10) business days (twenty (20) business days if the transfer involved a new account) for the amount Customer thinks is in error, so that Customer will have use of the money during the time it takes Bank to complete its investigation. If Bank asks Customer to put Customer's complaint or question in writing and Bank does not receive it within ten (10) business days; Bank may not credit Customer's account. An account is considered a new account for thirty (30) days after the first deposit is made.

Bank will tell Customer the results within three business days after completing its investigation. If Bank determines there was no error, Bank will reverse the previously credited amount, if any, and Bank will send Customer a written explanation. Customer may ask for copies of the documents Bank used in its investigation.

#### **11. Disclosure of Account Information to Third Parties.**

Account information is information you provide to Bank in connection with your accounts and the Online Banking Service. The privacy of our Customers and the confidentiality of the personal information provided to Bank by our Customers is of utmost importance. The Bank's Privacy Statement is available online at [www.newalbinsavingsbank.com](http://www.newalbinsavingsbank.com) and on the Service. A copy of the Privacy Statement is also available by request at the Bank's office at 118 Main St NE, New Albin, Iowa 52160.

Bank may disclose information to third parties about Customer's account or the transactions Customer makes in the following situations:

- a. Where it is necessary or desirable for completing transactions or resolving errors involving the Service;
- b. In order to verify the existence or condition of Customer's account for a third party, such as a credit bureau merchant;
- c. In order to comply with government agency rules, court orders, or other applicable law;
- d. To our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law; or
- e. If permission is given by Customer to the Bank.

#### **12. Authorization to Obtain Information.**

Customer agrees that Bank may obtain and review Customer's credit report from a credit bureau, similar entity, or other source. Customer also agrees that Bank may obtain information regarding Customer's Payee Accounts in order to facilitate proper handling and crediting of Customer's payments.

#### **13. Termination.**

If Customer wants to terminate Customer's access to Bank's Service, call the Bank at (563) 544-4214 during Bank's Hours of Operation. RECURRING TRANSFERS WILL NOT NECESSARILY BE DISCONTINUED BECAUSE CUSTOMER TERMINATES ACCESS TO THE SERVICE. IF

CUSTOMER WANTS TO MAKE SURE THAT RECURRING TRANSFERS BETWEEN ACCOUNTS ARE STOPPED, CUSTOMER MUST GO TO THEIR ACCOUNTS/TRANSFERS ON THE SERVICE TO VERIFY WHETHER THERE ARE ANY PENDING TRANSFERS.

Bank reserves the right to terminate the Service, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event the Customer gives Bank a termination notice, Bank may (but is not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. Bank also reserves the right to temporarily suspend the Service in situations deemed appropriate by Bank, in its sole and absolute discretion, including when Bank suspects or believes a breach of system security has occurred or is being or may be attempted. Bank may consider repeated incorrect attempts to enter Customer's password as an indication of an attempted security breach.

Termination of the Service does not affect Customer's obligations under this agreement with respect to occurrences before termination.

#### **14. Limitation of Liability**

Except as otherwise provided in this Agreement or by law, Bank is not and shall not be responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by the Service or the use thereof or arising in any way out of or related to the installation, operation, or maintenance of Customer's PC equipment.

#### **15. Waivers**

No waiver of the terms of this Agreement will be effective, unless in writing and signed by an authorized officer of the Bank.

#### **16. Assignment**

Customer may not transfer, assign, or delegate Customer's rights or duties under this agreement.

#### **17. Governing Law**

The laws of the state of Iowa shall govern this Agreement and all transactions hereunder. Customer acknowledges that Customer has reviewed this Customer Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.

#### **18. Amendments**

Bank can change a term or condition of this Agreement by mailing or delivering to Customer a written notice at least thirty (30) days before the effective date of any such change. Bank does not need to provide Customer with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain or restore the security of our system or an account. However, even in these cases, if the change is to be made permanent, Bank will provide Customer with a notice of the change with the next regularly scheduled periodic statement Bank sends Customer or within thirty (30) days unless disclosure would jeopardize the security of our system or an account. Notices mailed or delivered to Customer under this paragraph will be considered effective if mailed to the most recent address Bank shows for Customer in either Bank's Checking or Savings Account records, or e-mail address that Customer authorized for receipt of such notices and/or disclosures. Any use of the Service after the change(s) take(s) effect will constitute Customer's agreement to the changes.

#### **19. Indemnification.**

Customer, in consideration for being allowed access to the Service, agrees to indemnify and hold Bank harmless for any and all losses or damages to the Customer resulting from the use of the Service, to the extent allowed by applicable law.

#### **20. Ownership of Material.**

Software and Service for Retail Online Banking Service is provided by PCS (Precision Computer Systems). Unauthorized reproduction in whole or part is prohibited.

**Fee Schedule:**

## Retail Online Banking Service Fee:

The basic Retail Online Banking Service is free.

Research fee: \$30 per hour, \$30 minimum charge

Payments and transfers using the Service will be counted as debits when calculating the Customer's service charges as outlined on related account disclosures.