

## COMMUNITY STATE BANK ONLINE BANKING AGREEMENT AND DISCLOSURE

This Agreement sets out the rights and obligations of a user of the Community State Bank Online Banking. It describes the rights and obligations of Community State Bank. Please read this Agreement carefully. You must sign a copy of this Agreement before your Online Banking will be effective. You should also keep a copy for yourself as this sets forth how your account will be handled. You will also be responsible for any subsequent changes to this agreement after you have been given thirty (30) days written notice of the changes. The written notice can be either posted to the Community State Bank site ([www.ecommunitybank.org](http://www.ecommunitybank.org)) or included with your monthly statement.

### DEFINITIONS

The following definitions apply in this Agreement. Community State Bank Online Banking is the WEB-based service providing access to your account(s); "Online account" means any account from which you will be conducting transactions using this service; and "password" is the 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. "Time of day" references are to Central Standard Time or Central Daylight Time, as applicable. "Transaction date" means that day, unless after 3:00 p.m., or on a holiday in which case it means the next business day. Any "We", "Us", or "Bank" refer to Community State Bank which offers the services, and which holds the accounts accessed by the services. "Authorized use" is use of the system by anyone using your "security code", who you have given the "security code", or to whom you have made the "security code" available.

#### 1. Account Requirements.

In order to subscribe to the service, you must have at least one account with Community State Bank. You may also include other accounts such as checking, savings, money market, certificates of deposit or loan accounts. Community State Bank Online Banking is not available on any account, for which two signatures are required for withdrawals, charged off, or dormant accounts. Use of the service will be subject to the underlying deposit account or loan account agreement for each account.

#### 2. Hardware and Internet Use.

a. Technical Requirements. In order to use the service, you will need access to the Internet. Failure of your equipment to access the Internet, or any failure on your system that causes a problem with your transactions is a risk that is accepted by you. We will make an effort to assist you in determining whether there is a system incompatibility problem between your system and ours, but ultimately the problems with any incompatibility is a responsibility you accept.

b. No Liability. We are not responsible for any error, damage or other loss you may suffer due to the malfunction or misapplication of any software or system you use, including without limitation, any web browser, any Internet Service Provider, or any equipment you may use, including, without limitation, telecommunication's facilities, computer hardware and modem. You are solely responsible for the set-up and maintenance of your computer, modem, or other access devices. Except as specifically required in this Agreement or by applicable law, you agree that we will not be liable for any damage, whether direct, indirect, special or consequential or otherwise, including economic, property, personal, or other loss or injury whether caused by hardware or system wide failure, whether due to a virus or other disabling routine, or resulting from the installation, use, or maintenance of the equipment, or other items necessary to access or use the service.

#### 3. Availability of Service.

The Services are available 24 hours a day, seven (7) days a week, except during maintenance periods.

#### 4. Access to Services.

The Bank will provide instructions on how to use Community State Bank Online Banking. You will gain access to your Online Banking accounts through the use of your Internet-enabled device, your Internet Service Provider, your security code, and your User ID.

#### 5. Use of your Security Code.

You agree not to allow anyone to gain access to the services or to let anyone know your security code used with the services. In order to protect yourself against fraud, you need to adhere to the following guidelines:

- A. Do not give out your account information, security code, or customer number.
- B. Do not leave your PC unattended while you are using the Online Banking service.
- C. Never leave your account information within range of others, and
- D. Do not send privileged account information (account number, security code, etc.) in any public or general email system.

#### 6. Lost or Stolen Security Code.

If your Security Code or password has been lost or stolen, call the Bank immediately at (712) 262-3030 between the hours of 8:00 a.m. to 5:00 p.m. (Central Time), Monday through Friday. Telephoning the Bank is the best way of minimizing your losses. If you believe your security code has been lost or stolen and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50\* if someone uses your security code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your security code, and we prove we could have stopped someone from using your security code without your permission if you had told us, you could lose as much as \$500\*. If you believe your security code has been lost or stolen, please use the security code change feature within the Community State Bank Online Banking section of the website to change your security code. If you find that someone has changed your security code, call us immediately so that unauthorized transactions may be stopped.

\*Applies to consumer accounts only.

#### 7. Transactions with Community State Bank Online Banking.

##### A. Fund Transfers and Account Information.

1. Internet Service. You may use the service to: (i) transfer funds between your Accounts that are checking, savings, money market deposit, or loan accounts; (ii) view current balance information for your accounts; and (iii) import or export your Account information to and from software such as Microsoft Money financial management software (1997 and subsequent versions), or such other software for which the Bank may from time to time decide to make export hooks. The Bank does not accept responsibility for any such conversion utility, nor does it promise to continue to make this service available in the future.

2. Fund Transfers—Authorization. You may transfer funds between your accounts that are checking, savings or money market deposit accounts in any amount equal to or greater than \$1.00 and less than

\$10,000. When you request a fund transfer using the service, you authorize us to follow the transfer instructions and transfer the funds from the designated originating account to the designated recipient account. The "transaction date" is the date that the fund transfer is actually made. We deduct the amount of your fund transfer from the designated originating account on the transaction date. We may refuse to act on your fund transfer instruction if sufficient funds, including funds available under any overdraft plan, are not available in your account on the transaction date. Funds transferred to the designated recipient account will be deemed deposited on the transaction date and will be available thereafter in accordance with our funds transfer availability policy.

3. Account Information. The account balance shown will be current as of the immediately preceding business day. The account balance may include deposits still subject to verification by us and may not include deposits or loans in progress, outstanding checks or payments, or other withdrawals, payments, credits, or charges.

#### B. Bill Payment Service

You may also use the service to pay bills if you choose the Bill Payment Service. Unless the context clearly requires otherwise, all references to the "service" herein also refer to the Bill Payment Service as long as you subscribe. With the Bill Payment Service, you may: (i) make current, future, or recurring payments to certain companies or individuals you select and make current, future, or recurring payments directly to your loan or credit accounts with us. You may make bill payments in any amount greater than or equal to \$1.00 and less than \$10,000.00. Bill payments may not be made to pay taxes, child support maintenance, alimony or other court-ordered obligations. Payments made outside of the U.S. and its territories are not allowed. If you authorize periodic payments to any entity, those payments may continue until you either terminate the periodic payment, or there are insufficient available funds to allow the payment. The risk of loss due to over payment on any authorized payment using the Bill Payment Service is on you.

Bill Payment disclosures and instructions are provided before you enroll in this service.

#### 8. Limits and Transfers from Accounts.

Your ability to transfer funds from certain accounts is also subject to the Account Agreements. You should refer to these agreements for legal restrictions and service charges applicable for excessive withdrawals and transfers.

#### 9. New Services.

New services may be introduced for Community State Bank Online Banking from time to time. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

#### 10. Electronic Mail (Email).

If you send the Bank an email message, the Bank will be deemed to have received it on the following business day. The Bank will have a reasonable time to act on your email. You should NOT rely on email if you need to communicate with the Bank immediately. For example, if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur email transmissions outside of the mail you create within the Community State Bank Online Banking site are not secure. Thus, we request that you do not send us or ask for sensitive information such as account numbers, password, and account information, etc. via any general or public Email system.

#### 11. Fee Schedule.

The Bank offers the benefits and convenience of Community State Bank Online Banking to you free.

#### 12. Statements.

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account. If your statement shows transfers that you did not make, notify the Bank immediately by calling (712) 262-3030, 8:00 a.m. to 5:00 p.m. (Central Time), Monday through Friday or writing the at: Attn: Customer Support, Community State Bank, 1812 Highway Blvd, Spencer, IA 51301. If you do not notify the Bank within sixty (60) days after the statement was mailed to you, you may not recover any money lost after the sixty (60) days which would not have been lost if the Bank had been notified in time. If a good reason (such as a long trip or hospital stay) delayed you from contacting the Bank, the Bank may extend the time periods.

#### 13. Your Responsibility.

In case of errors or questions regarding a Community State Bank Online Banking or Bill Payment transaction, call (712) 262-3030, 8:00 a.m. to 5:00 p.m. (Central Time), Monday through Friday or write the Bank at: Attn: Customer Support, Community State Bank, 1812 Highway Blvd, Spencer, IA 51301. We must hear from you at the telephone number or address, listed above, no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. We will need: (1) your name and account number (2) A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information (3) The dollar amount of the suspected error and date on which it occurred. If the report is made orally, we will require that you send the complaint or question in writing within twenty (20) business days. We will notify you with the results of the investigation within ten (10) business days and will correct any error promptly. If more time is needed, however, we may take up to forty-five (45) days to investigate a complaint or question. If this occurs, we will credit your account within ten (10) business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within ten (10) business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are twenty (20) business days (instead of ten (10) and ninety (90) calendar days (instead of forty-five (45)). If we determine that no error occurred, we will send you a written explanation within three (3) business days after the investigation has been completed. You may request copies of the documents that were used in the investigation.

#### 14. Our Responsibility.

If we do not properly 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 the amount of any losses or damages incurred by you and resulting directly from such failure. We will not be liable in the following instances:

1. If through no fault of the Bank, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with Bank's policy.

4. If your funds are subject to legal process or other encumbrance restricting the transfer.
5. If your transfer authorization terminates by operation of law.
6. If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement. There may be other exceptions stated in this Agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages. If any of the circumstances listed above occur, we will assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

#### 15. Virus Protection.

The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

#### 16. No Signature Required.

When any payment or other service generates items to be charged to your account, you agree that we may debit your Bill Payment account without requiring your signature on the item and without prior notice to you.

#### 17. Disclosure of Information to Third Parties.

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

1. Where it is necessary for completing transfers. Or,
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant. Or,
3. In order to comply with government or court orders, or other reporting requirements. Or,
4. If you give us your written permission. Or,
5. Where through action of your own, information about your account has been put onto the Internet in an insecure manner.

#### 18. Inactivity; Termination.

You are responsible for complying with all the terms of this agreement and with the terms and conditions agreement and all other disclosures governing the deposit accounts which you access using electronic Online Banking services. We can terminate your electronic banking privileges (including the Bill Payment Service) under this agreement without notice to you if:

1. You do not pay any fee required by this agreement when due or
2. You do not comply with the agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing.

We will promptly notify you if we terminate this agreement or your use of the services for any reason. If you are not paying a monthly service charge for the service, we may convert your account to inactive status if you do not sign on to the service or have any transaction scheduled through the service during any consecutive ninety (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. To cancel the Community State Bank Online Banking and/or Bill Payment Service, you must notify the Bank and provide your name; address; whether you are discontinuing Community State Bank Online Banking, Bill Payment or both; and the effective date to stop the service. When Bill Payment is terminated, any prescheduled bill payments made through Community State Bank Online Banking Bill Payment Services will also be terminated. You may notify the Bank by one of the following methods: (1) by calling (712) 262-3030, 8:00 a.m. to 5:00 p.m. (Central Time), Monday through Friday. (2) By writing a letter and either sending it to the following address: Attention: Customer Support, Community State Bank , 1812 Highway Blvd, Spencer, IA 51301. (3) By giving it to a Customer Support Representative at any of the Bank's locations.

#### 19. Children's Online Privacy Protection

It is not our intent to collect any personal information from anyone under the age of 13 in accordance with the Children's Online Privacy Protection (COPPA) rule.

#### 20. E-Sign

You, the customer, have the right and/or option to:

- Have your records provided in paper format
- Withdraw your consent for electronic records.

This consent applies to any and all electronic disclosures with the Bank.

If you chose to withdraw your consent for electronic disclosures, please contact us by calling (712) 262-3030, 8:00 am to 5:00 pm (Central time) Monday through Friday or by writing a letter and either sending it to the following address:

Attention: Customer Support  
Community State Bank  
1812 Highway Blvd  
Spencer, IA 51301

or by giving it to a Customer Support Representative at any of the Bank's locations.

If it is necessary to update your contact information, please do so by any one of the methods described above.

After you have consented to receive electronic disclosures, you may obtain a paper copy free of charge by any one of the methods described above.

The minimum hardware and software requirements for access to, and retention of, the electronic records are as follows:

Processor speed: 486 or higher  
Modem speed: 28.8 Kbps or higher  
Monitor Size: Any size, 800x600 resolution or higher  
Memory Size: 16MB or higher

For maximum performance, we recommend that you use Microsoft Internet Explorer 11 or higher, Safari 9 or higher, Google Chrome, or Mozilla Firefox. We will not provide customer support to users with browsers whose release levels are lower than listed here.

I consent to the use of electronic records and signatures.

## 21. Governing Law.

This Agreement is governed by the laws of the State of Iowa and applicable federal law.

### ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the Financial Institution. The abbreviation "PIN" or word "code" means a personal identification number.

#### Online Banking

**Types of Transactions:** You may access certain account(s) you maintain with us by computer using your assigned user ID and password by accessing the online banking service. You may use the online banking service to perform the following functions:

- \* Transfer funds between eligible accounts.
- \* Obtain balance information on eligible accounts.
- \* Review transactions on eligible accounts.
- \* Make loan payments.
- \* Online bill payment.
- \* Order checks.
- \* Allow export of transaction history to personal finance manager.
- \* Send money from your account with us to a third party's account using their name and email address or mobile phone number. Limits on number of transactions and/or amount of the transaction may be imposed.
- \* Send money from your account with us to an account of yours held at a different financial institution. Limits on number of transactions and/or amount of the transaction may be imposed.
- \* Mobile banking. You may access certain account(s) using your web-enabled mobile phone or tablet (access charges from your carrier may apply) by application and your user ID and password to:
  - \*Make deposits. Limit on number of deposits and/or amount of the deposits may be imposed.
  - \*Find branch and ATM locations
  - \*Transfer funds between eligible accounts
  - \*Review transactions on eligible accounts
  - \*Make loan payments
  - \*Online bill payment
  - \*Send money from your account with us to a third party's account using their name and email address or mobile phone number. Limits on number of transactions and/or amount of the transaction may be imposed

#### Fees and Charges for Online Service:

- \* Per item fee may apply.
- Basic Checking. We will charge you a per item fee for transactions made using online banking if the minimum daily balance

on your Basic Checking account falls below \$500. If it does, we will charge you \$.15 for each debit and credit transaction in excess of 25 during a month.

Economy Checking. We will charge you a \$.15 per item fee for transactions made using online banking on your Economy Checking account for each debit and credit transaction in excess of 20 during a month.

Savings. We will charge you a \$1 per item fee for transactions made using online banking on your Savings account if the total number of debits exceeds six per month.

#### **DebitCard**

**Types of Transactions/Transfers:** You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may also use the card to pay for purchases from merchants that accept the POS debit card with a MasterCard symbol. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the Combined ATM/POS/Debit Card Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- \* Deposit funds to your checking account.
- \* Withdraw cash from your checking account.
- \* Deposit funds to your savings account.
- \* Withdraw cash from your savings account.
- \* Transfer funds between your checking and savings accounts.
- \* Obtain balance information on your deposit accounts.
- \* Deposits only allowed at terminals located in Iowa.

#### **Limitations on Frequency and Amount:**

- \* You may make unlimited purchases up to your limit at POS terminals per day (if there are sufficient funds in your account).

#### **Fees and Charges:**

- \* We do not charge for ATM transactions at the present time.
- \* There is a Replacement Card Fee of \$10.00 (plus tax) per card.
- \* Per item fee may apply.

Basic Checking. We will charge you a per item fee for transactions made using your debit card if the minimum daily balance on your Basic Checking account falls below \$500. If it does, we will charge you \$.15 for each debit and credit transaction in excess of 25 during a month.

Economy Checking. We will charge you a \$.15 per item fee for transactions made using your debit card on your Economy Checking account for each debit and credit transaction in excess of 20 during a month.

Savings. We will charge you a \$1 per item fee for transactions made using your debit card on your Savings account if the total number of debits exceeds six per month.

**ATM Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**Other EFT Transactions.** You may access certain account(s) you maintain with us by other EFT transaction types as described below.

**Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

**Re-presented Check Transactions and Fees.** You may authorize a merchant to electronically collect a fee associated with the re-resentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.

**The following limitations may be applicable to your accounts, except as provided by law:**



**Liability for Unauthorized MasterCard Debit Card Transactions on Cards Issued to Certain Consumers and Small Businesses.** The zero liability limit described below only applies to a United States-issued MasterCard branded debit card issued to: (i) a natural person, or (ii) a business or other entity only if the card is issued under a "small business" program described on MasterCard's website at [www.mastercardbusiness.com](http://www.mastercardbusiness.com). The zero liability limit described below does not apply if you are a business or an entity of any sort (corporation, limited liability company, partnership, etc.) unless the card issued to you is a "small business" card described above. The zero liability limit described below does not apply until your identity is registered by or on behalf of the card issuer. Under MasterCard's zero liability policy as described in the MasterCard Rules (as may be amended from time to time), the zero liability limitation described below may not apply for other reasons.

Tell us AT ONCE if you believe your MasterCard debit card has been lost or stolen or if you believe any unauthorized transactions have been made using your MasterCard debit card. Your liability for unauthorized use of your debit card with the MasterCard logo will not exceed zero dollars (\$0.00) if the following conditions have been met: (i) you have exercised reasonable care in safeguarding your card from risk of loss or theft; and (ii) upon becoming aware of such loss or theft you promptly reported the loss or theft to us. If the conditions set forth above have not been met, you may be liable for unauthorized transactions to the extent allowed under applicable law (for example, see **Liability for Unauthorized Transfers** paragraph below). To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth in the **Liability for Unauthorized Transfers** paragraph below. This will help prevent unauthorized access to your account and minimize any inconvenience.

MasterCard is a registered trademark of MasterCard Worldwide or its subsidiaries in the United States.

**In addition to the limitations set forth above, the following limitations may be applicable to your accounts:**

**Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your card, ATM PIN, POS card or PIN, or online banking PIN has been lost or stolen or 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 two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by card code or other such means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (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 periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (712) 262-3030, or write us at Community State Bank, 1812 Hwy Blvd, Spencer, IA 51301. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

**Illegal Transactions.** You may not use your ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

**Business Days.** For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

#### **Documentation.**

**Periodic Statement.** You will get a monthly account statement from us on your checking account. For all other accounts you will get a monthly account statement from us, unless there are no transactions in those accounts in a particular month (in which case you will get a statement at least quarterly). You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit. If you have a passbook account, you may bring your passbook to us and we will record any direct deposits that we made to your account since the last time you brought in your passbook.

**Terminal Receipt.** You can get a receipt at the time you make a transfer to or from your account using one of our ATMs or a POS terminal. However, receipts for transactions of \$15.00 or less may not always be available.

**Direct Deposits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (712) 262-3030 to find out whether or not the deposit has been made.

**Our 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 ours, you do not have enough money in your account to make the transfer.
- \* If the money in your account is subject to legal process or other claim restricting such transfer.
- \* If the transfer would go over the credit limit on your overdraft line.
- \* If the ATM 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 transaction, despite reasonable precautions that we have taken.

- \* There may be other exceptions stated in our agreement with you.

**In Case of Errors or Questions About Your Electronic Transfers.** Telephone us at (712) 843-2211, or write us at **Community State Bank, Shazam Coordinator, 208 Main, Box 128, Albert City, IA 50510** 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 sixty (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 ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days 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 ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) 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.

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

- \* To complete transfers as necessary;
- \* To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- \* To comply with government agency or court orders; or
- \* If you give us your written permission.

**Personal Identification Number (PIN).** The ATM PIN or POS PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN or POS PIN available to anyone not authorized to sign on your accounts.

**Notices.** All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

**Enforcement.** In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

**Termination of ATM and POS Services.** You agree that we may terminate this Agreement and your use of the ATM Card or POS services, if:

- \* You or any authorized user of your ATM PIN or POS card or PIN breach this or any other agreement with us;
- \* We have reason to believe that there has been an unauthorized use of your ATM PIN or POS card or PIN;
- \* We notify you or any other party to your account that we have cancelled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**Other Provisions.** There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

**Stop Payment Against an ACH/EFT.** A stop payment order against an ACH/EFT may be honored if received at least three (3) banking days before the scheduled date of the transfer. If we honor a stop payment request against an ACH/EFT received on or within three (3) banking days of the scheduled transfer, we do so without any liability or responsibility to any party having any interest in the entry. A stop payment order against an ACH/EFT is effective until the earlier of: (i) you withdraw the stop payment order, or (ii) the debit entry is returned, or, where a stop payment order is applied to more than one debit entry under a specific authorization involving a specific party, all such written confirmation of a verbal stop order request against an ACH/EFT within fourteen (14) calendar days. Additionally, if you request us to stop all future payments pursuant

to a specific ACH/EFT authorization involving a particular party, we may require you to confirm in writing that you have revoked such authorization. You may not place a stop payment order on any ATM, POS, or debit card transaction. We will charge \$20 + any applicable sales tax for each stop payment order you give.

Notice of varying amounts. If these regular payments may vary in amount, we 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.