

ONLINE BANKING AGREEMENT

INTRODUCTION

This Agreement explains the terms and conditions for accessing accounts and conducting transactions at Premier Bank (“Institution”, “ Bank”, “we”. “us” and “our”) via our Online Banking site. As used in this Agreement, the terms “you” and “your” refer to each person submitting an Online Banking Application.

The Bank may, from time to time, introduce new Online Banking services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

ACCEPTING THE AGREEMENT

The first time you access your accounts through Online Banking, you agree to be bound by the terms and conditions of this Online Banking Agreement and acknowledge its receipt and your understanding of its terms.

SECURITY & PROTECTING YOUR ACCOUNT

We are strongly committed to protecting the security and confidentiality of our customers account information. We use several techniques to help secure our Online Banking service, including the following:

- You can only access the bank with certain browsers that have a high security standard.
- Your account numbers are never displayed in full – at least two (2) digits are masked.
- You must have a valid Online Banking Access ID and password to login.
- If no action is taken, you will be automatically logged off the Online Banking service after 30 minutes.
- Your Online Banking Account will be locked out for 30 minutes after three (3) failed login attempts. You will then have an additional three (3) failed login attempts before being locked out indefinitely. You will then need to call the bank to have the password reset.
- We strongly recommend that you change your password regularly.
- Your Online Banking Account will be deleted after 13 months of inactivity.

In addition, we use SSL (secure socket layer) encryption technology to secure your online banking session. SSL, the industry-standard method for protecting web communications, works by using a public and private key combination to scramble the data from your browser to our server so that no unauthorized party can intercept the information as it passes over the Internet. SSL comes in two strengths, 40-bit and 128-bit, which refer to the length of the “session key” generated by every encrypted transaction. The longer the key, the more difficult it is to break the encryption code. Most browsers support 40-bit SSL sessions, and the latest browsers enable users to encrypt transactions in 128-bit sessions – trillions of time stronger than 40-bit sessions and the strongest, most advanced security available.

Our system also uses a Multi-factor Authentication system called PassMark. PassMark verifies your identity in two ways. Every time you log into Online Banking, Premier Bank identifies you, and it lets you identify Premier Bank using a secret image and pass phrase.

REQUIREMENTS

To access Online Banking, your browser must support 128-bit data encryption to access Premier Bank's Online Banking service.

In addition to compatible software, you must have an Online Banking Access ID, a password and maintain an account at Premier Bank.

ENROLLMENT PROCESS

When you complete your Online Banking enrollment form, you will be mailed two separate notifications. One will contain a computer-generated Access ID, and the other will contain your computer-generated password. You will use the Access ID and Password to access Online Banking. Upon your first logon, you will be asked to change your Access ID and Password.

Each time you access the service, you will be asked to enter your Access ID and password. The correct responses will give you access to the service.

ONLINE BANKING ACCESS ID and PASSWORD

Your Online Banking Access ID and Password will give you access to Premier Bank accounts via Online Banking. Premier Bank is entitled to act on any instructions it receives using your password. For security purposes, it is recommended that you memorize your Access ID and Password and do not write it down. We also recommend that you change your password regularly to try and avoid misappropriation by a third party. Your password can be changed at our Online Banking site. You are responsible for keeping your Access ID and Password and account data confidential. When you give someone your Access ID and Password, you are authorizing that person to use Online Banking. You are responsible for all transactions performed using your password, even if you did not intend or authorize them. In addition, fraudulent transactions initiated using your password will be charged against your account(s).

ACCESSIBILITY

You can usually access Online Banking seven (7) days a week, 24 hours a day. However, at certain times, some or all of Online Banking may not be available due to system maintenance or reasons beyond Premier Bank's control. Premier Bank does not warrant that Online Banking will be available at all times. When unavailable, you may call our office to conduct your transactions or use Telebank (1-800-544-8572).

FEES AND CHARGES

There is currently no charge for the use of Online Banking described in this Agreement.

RESTRICTIONS

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using Online Banking. You may not gain, or attempt to gain, access to any Online Banking server, network or data not specifically permitted to you by Premier Bank or its suppliers, and you must not include any obscene, libelous, scandalous or defamatory content in any communications with Institution or its suppliers.

ONLINE BANKING FUNDS TRANSFERS PROVISIONS

As a Premier Bank Online Banking customer, you may make transfers between your Premier Bank accounts over the Internet. All such transfers are subject to the terms of these Online Banking Funds Transfer Provisions (the "Transfer Provisions").

You can also use Premier Bank Online Banking to transfer funds between certain line of credit accounts and your deposit accounts. Transfers are not permitted from one line of credit account to another line of credit account.

By using the Funds Transfer Service (the "Service"), you agree to these Transfer Provisions:

1. General Information

- Authorization to Charge Accounts: You are responsible for all transfers you or your authorized representative(s) make using the service. You authorize us to debit your designated account(s) for any transactions accomplished through the use of the service (including the transfer of funds from another deposit account or overdraft line of credit that provides overdraft protection, if you have one of those services in effect). You agree that we may comply with transfer instructions entered by any one person using an authorized Access ID or Password, notwithstanding any provision that may be contained in other account documentation purporting to require more than one signature to withdraw funds from the account.
- If you permit another person to use Premier Bank Online Banking or give them your Access ID or Password, you are responsible for transfers, payments, or advances that person makes from the deposit and credit accounts linked to your Service registration even if that person exceeds your authorization.

2. Online Banking Funds Transfer Service Particulars.

- You can transfer funds between your deposit accounts and certain lines of credit accounts using Premier Bank Online Banking. Transfers to a line of credit account will not be reflected in your line of credit account until the business day following the day on which you complete the transaction. You cannot transfer funds among line of credit accounts using the service.
- Limits on Transactions. There is a maximum dollar limit on any transfer equal to the available balance in your account plus the available balance or credit balance in any other account or line of credit attached to the deposit account to provide overdraft protection.
- Funds must be available in the account from which you wish to transfer funds on the date you enter the transaction.
- Restrictions on Transfers from Savings and Money Market accounts. Under the Federal Reserve Board Regulation D, you may make an unlimited number of deposits or transfers into a savings or money market account; however, you may make no more than six transfers or withdrawals out of such an account per monthly statement cycle (not counting transactions made at ATMs or at banking centers). Transfers made by telephone, personal computer or funds automatically transferred from a Regular Savings or Money Market account to another deposit account for overdraft protection are counted toward the six total permitted monthly transfers or withdrawals. If you exceed the restrictions more than three times during a six-month period, we will close the savings or money market account and transfer the funds to an eligible transaction account.
- Insufficient Funds to Complete Transfer. If your account does not have sufficient funds to complete a transfer as of the date it is scheduled to be made, the transfer may not be completed, but if we do complete the transfer as an accommodation to you, you are responsible for any overdraft created.
- Correcting or Canceling Your Transfer. You cannot cancel your transfer after it has been entered in Premier Bank Online Banking and the information transmitted to us. You can correct information about a transfer before you send us the information and you can use Premier Bank Online Banking to reverse a transaction after it has been entered.

- Documentation and Verification of Transfers. The date and amount of transfers made through Premier Bank Online Banking will be shown on the Transactions screen of Premier Bank Online Banking and will also be shown on your printed statements for the accounts from which and to which the transfer is made.
- Address and Telephone Number for Notification of Unauthorized Use. If you believe your Access ID or Password has become known by an unauthorized person or that someone has transferred money without your permission, call Premier Bank immediately at (712)-476-9100 or write to: Premier Bank, PO Box 177, Rock Valley, IA 51247. If you suggest that an unauthorized transfer may have occurred, we may require you to sign an affidavit.

Also contact us with any other questions or problems that you may have regarding the Service, including:

- A problem with a transfer you authorized or your statement reflects a transfer you think is in error.
- Documentation concerning a transfer previously issued from your account. (There may be a fee for these requests).

Unless otherwise required by law, in no event will the Bank be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.

BILL PAYMENT SERVICE

The Bill Payment service allows you to schedule bill payments through Online Banking. Institution does not provide the service directly. Instead, Institution entered into an agreement with a bill payment provider to provide the bill payment services directly to you. Subject to any regulatory or Institution-imposed limitations on usage, you can arrange, at your option, for the payment of you current, future and recurring bills from a checking account. There is no limit to the number of payments that may be authorized and you may pay any merchant or individual approved by the bill payment provider, however, the amount of any individual payment may not exceed \$999,999.99. While payments are initiated by you electronically, they are ultimately paid via an automated clearinghouse (ACH) network or by a paper check. Payments delivered over an ACH network are governed by the rules and performance standards of that network.

By providing the service with names and account information of Billers to whom you wish to direct payments, you authorize the service to follow the payment instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the service may edit or alter payment data or data formats in accordance with Biller directives. When the service receives a payment instruction, you authorize the service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the service to credit your Payment Account for payments returned to the service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the service. The service will use its best efforts to make all your payments properly. However, the service shall incur no liability and any Service Guarantee shall be void if the service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account:

2. The payment processing center is not working properly and you know or have been advised by the service about the malfunction before you execute the transaction; You have not provided the service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or
3. Circumstances beyond control of the service (such as, but not limited to fire, flood or interference from an outside force) prevent the proper execution of the transaction and the service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your payment instructions, the service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

Institution and its Bill Payment provider reserve the right, at their discretion, to implement security features to reduce risk of loss. These may include requiring pre-authorized drafts, verifying funds through an ATM network, and separating debits from credits so that payments are not sent until after good funds are received. Institution and its Bill Payment provider also reserve the right to terminate your use of Bill Payment services at any time.

If for any reason, you should ever wish to cancel Online Banking, we strongly suggest that you cancel all future bill payments at the same time. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete any outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your Bill Payment service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

RETURNED PAYMENTS

In using the service, you understand that the Service, and/or the United States Postal Service may return payments for various reasons, such as, but not limited to, the Service account number is not valid; the service is unable to locate account; or vendor account is paid in full. The Service will use its best efforts to research and correct the returned payment, or void the payment and credit your Payment Account. You may receive notification from the Service.

LIABILITY

You are solely responsible for controlling the safekeeping of and access to your password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify Premier Bank and arrange to change your password. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. Premier Bank is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. Premier Bank is not liable for any failure to make a Bill Payment if you fail to promptly notify the bank after you learn that you have not received credit from a Merchant for a Bill Payment. Premier Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the bank's agent. In any event, Premier Bank will not be liable for any special, consequential, incidental, or punitive losses, damages or expenses in connection with this

Agreement or the service, even if the bank has knowledge of the possibility of them. Premier Bank is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the bank's reasonable control.

AMENDMENT & TERMINATION

Premier Bank has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on the bank's records or as otherwise permitted by law.

Premier Bank has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to the bank. Premier Bank is not responsible for any fixed payment made before the bank has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by Premier Bank on your behalf.

Premier Bank reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

RESPONSIBILITY

Neither Premier Bank or its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with Online Banking; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Online Banking; (ix) you knew that Online Banking was not operating properly at the time you initiated the transaction or payment; (x) there is a postal delay; or (xi) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

UNAUTHORIZED TRANSACTIONS

You should notify us immediately if you believe anyone has improperly obtained your Online Banking Access ID or Password or if you suspect any fraudulent activity in your account(s). If your Access ID or Password has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than \$50. If you do not tell us within the two (2) business day period, you could lose as much as \$500 if we could have stopped the use of your accounts had we received notice in a timely manner. You should contact us, as applicable, as soon as you identify any errors or discrepancies in your statement or transaction record or if you need any information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within ten (10) business days). If you fail to notify us within the sixty (60) day period, you may not recover any of the money you lost if we can establish that the loss could have been avoided had you notified us on time. We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

When you report a problem or discrepancy, please: (i) tell us your name and account number (if any); (ii) 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; (iii) tell us the dollar amount of any suspected error and (iv) for a bill payment, tell us the number of the account used to pay the bill, the applicable payee name and account number, the date the payment was sent, the payment amount and the payment reference number. We will determine whether an error occurred within 10 business days (5 business days if the transaction involved a point-of-sale transaction and 20 business days if the transfer involved a new account) after we hear from you we will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if the transfer involved a point-of-sale transaction and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may request copies of the documents that we used in our investigation.

Unauthorized transactions should be reported to Premier Bank via one of the following:

Telephone us at one of the following offices:

Rock Valley 712-476-9100
Doon 712-726-3444
Rock Rapids 712-472-9100
Hudson 605-984-2241

Write us at:

Premier Bank
PO Box 177
Rock Valley, IA 51247

Unauthorized bill payment transactions should be reported to Bill Pay Customer Service via one of the following:

Telephone us at 1-800-877-8021 from 6:00 am to 12:00 am CST;

Contact Customer Service by using the application's e-messaging feature; or

Write us at your local Premier Bank branch office.

ELECTRONIC MAIL (email)

Sending email is a very good way to communicate with Premier Bank regarding your accounts. However, your email is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as account numbers and balances in any email to Premier Bank. You cannot use email to initiate On-line Financial Service transactions. All such transactions must be initiated using the appropriate functions within the Internet Banking site. Institution will not be liable for any errors, omissions, claims, or problems of any kind involving your email.

DISCLOSURE OF ACCOUNT INFORMATION

Is it our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make only in the following situations:

Where it is necessary for completing transactions;

Where it is necessary for activating additional services;

In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;

To a consumer reporting agency for research purposes only;

In order to comply with a governmental agency or court orders; or

If you give us your written permission.

LINKS TO OTHER SITES

Information that Premier Bank publishes on the World Wide Web may contain links to other sites and third parties may establish links to the Institution's site. Institution makes no representations about any other web site that you may access to, from or through this site. Unless expressly stated in writing, Institution does not endorse the products or services offered by any company or person linked to this site nor is Institution responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

VIRUS PROTECTION

Premier Bank is not responsible for any electronic virus that you may encounter using Online Banking. We encourage you to routinely scan your computer and diskettes using reliable virus protection products to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

DAMAGES AND WARRANTIES

In addition to the terms previously disclosed, Premier Bank is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Online Banking or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Institution or one of its suppliers. In addition, Premier Bank disclaims any responsibility for any electronic virus(es) customer may encounter after installation of such software or use of Online Banking Services. Without limiting the foregoing, neither Institution nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. If you choose to use Online Banking, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Institution nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking, the On-line Financial Services, or contained in any third party sites linked to or from Premier Bank's website. INSTITUTION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR

PERFORMANCE OF ONLINE BANKING, ON-LINE FINANCIAL SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. INSTITUTION DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

INDEMNIFICATION

Customers shall indemnify, defend and hold harmless Premier Bank and its officers, employees, directors, suppliers, and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Customer's negligence; (ii) Customer's failure to comply with applicable law; or (iii) Customer's failure to comply with the terms of this Agreement.

ADDITIONAL REMEDIES

Due to the likelihood of irreparable injury, Premier Bank shall be entitled to an injunction prohibiting any breach of this Agreement by Customer.

TERMINATION AND CHANGES OF TERMS

Premier Bank reserves the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, we will notify you by: 1) electronic mail; 2) physical mail at the address shown in our records; and/or 3) update of our web site.

APPLICABLE RULES, LAWS, AND REGULATIONS

You submit to the jurisdiction of, and the laws of, the State of Iowa, U.S.A., as well as the federal laws of the U.S.A. shall govern this Agreement. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs and expenses.

ASSIGNMENT

Premier Bank may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

INTEGRATION

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and Premier Bank.

SEVERABILITY

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the Institution, this Agreement will control.

WAIVER

Premier Bank shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Institution or a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

FORCE MAJEURE

Neither party shall be liable for any loss or damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military

authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to reasons set forth in this subsection.

CONSTRUCTION

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

BUSINESS DAYS

For Online Banking services, our business days are Monday through Friday, excluding bank holidays.

ELECTRONIC DISCLOSURE CONTENT

By your electronic consent below to this Agreement, you agree that we may provide you with all disclosures, notices and other communications, about Online Banking, including the Agreement and any future amendments, in electronic form. We will provide all future notices by posting them on the Online Banking Sign in Page for a period of at least ninety (90) days. You may download or print these notices from your computer. At your request, we will provide you with a paper copy of any of the above documents without any fee.

You have the right to withdraw this consent, but if you do, we will immediately terminate your participation in Online Banking. You may obtain copies of any documents we provided electronically or withdraw your consent by calling us at one of our offices listed above.