

## **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. Your Access ID must be 8 to 17 characters. Your password must be 8 to 17 characters; alphanumeric meaning that it must include both numbers and letters.
- 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 or unlocked.
- 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 times stronger than 40-bit sessions and the strongest, most advanced security available.

You can verify our Online Banking's identity and security by looking for the green website address bar. The Extended Validation (EV) certificate triggers web browsers to display a green address bar and our site provider's name (Fiserv, Inc.).

## **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 or Mobile 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.

## **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).

## **CHALLENGE QUESTIONS**

After you enter your Access ID on a non-registered computer, you can choose to answer a Challenge Question or get a one-time Passcode emailed to the address in the bank's records. You must either correctly answer the Challenge Question or enter the correct one-time Passcode to access your accounts. For security purposes, it is recommended that you memorize the answers to your Challenge Questions and do not write them down. We also recommend that you change your Challenge Questions regularly to try and avoid misappropriation by a third party. All can be changed at our Online Banking site. You are responsible for keeping your Challenge Questions confidential and keeping your email address on record at the bank up-to-date.

## **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 Telebanc (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.

### Alerts Additional Terms.

The following Alerts terms and conditions (“Alerts Terms of Use”) only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

**Alerts.** Your enrollment in **Premier Bank** Online Banking and/or Mobile Banking (the “**Service**”) includes enrollment to receive transaction alerts and notifications (“**Alerts**”). Alerts are electronic notices from us that contain transactional information about your Premier Bank account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **More menu** within **Premier Bank** Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Premier Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide Alerts through one or more channels (“**EndPoints**”): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your **Premier Bank** Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop Alerts via text message, text "**STOP**" to **99588** at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **Premier Bank** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text “HELP” to **99588**. In case of questions please contact customer service at **(712) 476-9100**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

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

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

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, Premier Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. Premier Bank and its affiliates

and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

#### Biometric Login for Mobile Banking.

Biometric login is an optional biometric sign-in method for Premier Bank Mobile Banking that may be available for certain mobile devices that have a built-in biometric scanner. To use biometric login, you will need to first save your fingerprint/facial feature scan on your mobile device (for more help with biometric scanning, contact the manufacturer that supports your mobile device). Biometrics are stored on your device only and Premier Bank never sees or stores your biometric information. You acknowledge that by enabling biometric login, you will allow anyone who has biometric information stored on your device access to your personal and payment account information within Premier Bank Mobile Banking. Premier Bank reserves the right to suspend or disable this feature at any time. Biometric login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your biometric information, you can sign in using your standard login credentials (e.g., password). To use biometric login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable biometric login anytime within Premier Bank Mobile Banking.

#### **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.

### **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.

### **TERMINATION**

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  
Alcester (605) 934-2500  
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 at (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 Online 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 USB sticks 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**

Prior to accessing your accounts through Online Banking, Bill Pay or Mobile Banking services at the Premier Bank (“Institution”, “Bank”, “we”, “us” and “our”) you must acknowledge receipt and affirmatively consent to the terms of this E-SIGN Consent and Disclosure. Please read this document thoroughly. It contains important information about your legal rights and the bank’s legal responsibilities. Accountholders, who use the Premier Bank’s online services including Online Banking, Bill Pay or Mobile Banking services, agree to comply with the terms, conditions, instructions, policies and procedures detailed in this E-SIGN Consent and Disclosure. You must agree to the terms of this disclosure by clicking on the “Accept” button at the end of this document.

### **By clicking the “Accept” button:**

- You acknowledge that you have read and understand this E-SIGN Consent and Disclosure and other included disclosures.
- You grant affirmative consent (opt-in) to access the following disclosures from Premier Bank electronically:
  - Online Banking Terms and Conditions
  - Terms and Conditions of the Bill Payment Service
  - Mobile Banking Terms and Conditions
- You agree to be bound by the terms stated in this agreement.
- You understand that you should contact the Premier Bank at (712) 476-9100 to report any problems with your electronic communications.
- You understand that it is your responsibility to notify the Premier Bank at (712) 476-9100 of any change in your contact information including e-mail address.
- You agree that the Premier Bank does not need to provide you with an additional paper (non-electronic) copy of the disclosures listed within this agreement unless specifically requested. We reserve the right to charge you a reasonable fee to respond to such request.

### To Retain a Copy of this Disclosure

This disclosure may be retained by printing a copy using the “Print Disclosure” link at the top of this disclosure and your own printer.

### To Receive a Paper Copy

You may request a paper copy of the E-sign Consent and Disclosure for Online Banking Services, the Online Banking Terms and Conditions, the Terms and Conditions of the Bill Payment Service, the Mobile Banking Terms and Conditions by contacting the Premier Bank by phone or mail at the address and phone number listed below. A paper copy will then be mailed to you. We reserve the right to charge you a reasonable fee to respond to such request.

Premier Bank  
PO Box 177  
Rock Valley, IA 51247

Phone: (712) 476-9100

Business Days: Monday, Tuesday, Wednesday, Thursday and Friday. Holidays are not included.

### To Withdraw Your Consent to Receive Notices Electronically

In order to participate in the Premier Bank’s Online Banking, Bill Pay, or Mobile Banking; you must consent to receiving these disclosures electronically by clicking “Accept” at the bottom of this document. In addition to receiving these disclosures electronically, you may also obtain these disclosures in paper form through the method outlined above. If you no longer wish to participate in Online Banking, Bill Pay or Mobile Banking services you can contact the Premier Bank to discontinue these services. Contact information for the bank is listed in the Contacting the Bank section below. There is no fee to use or discontinue use of Online Banking, Bill Pay or Mobile Banking service. We reserve the right to cancel your Online Banking, Bill Pay and/or Mobile Banking services if you withdraw your consent to receive electronic communications.

### Hardware and Software Requirements

You must provide at your own expense an internet-connected device that is compatible at the time of such access with the minimum requirements as outlined in the Online Banking Agreement.