

Iowa State Bank  
Online Banking Disclosures, Terms and Access Agreement  
*Welcome to Iowa State Bank's Online Banking!*

Now you can have a branch wherever there is an Internet connection. All you need is access to the Internet using either Internet Explorer or Netscape Navigator (the latest versions are highly recommended for your greatest security) and a 128-bit Secure Sockets Layer (SSL) encryption protocol. If your browser is not using the latest 128-bit encryption, you will be prompted to upgrade before accessing your accounts.

**Services Offered**

The following services are currently available through ISB's Online Banking:

**Account Balance Information**

View any of your ISB Checking, Savings, Money Market accounts, Certificates of Deposits, IRAs, Safe Deposit Box, ATM, SHAZAMChek Debit Card, and Loans.

**Transaction Inquiry**

View specific transactions for previous day, current day, previous statement or current statement.

**Transfer Funds**

Transfer funds among certain of your ISB accounts. Make a one-time transfer or set up a scheduled transfer.

**Loan Payments**

Make loan payments and draws among certain of your ISB loans. Make a one-time loan payment or set up a scheduled loan payment.

**Account Questions**

You may contact a Customer Support Representative by phone at 515-288-0111 or toll free at 888-824-0111 with any questions regarding your accounts.

**Privacy and Confidentiality**

Iowa State Bank is strongly committed to protecting your security and confidentiality. To ensure the privacy of your account information while you are online, you are only able to access your account with high security browsers. You must also provide both your account number and your password. If no action is taken within 15 minutes, you will be automatically logged off Internet Banking.

You are also assured that we will guard your information from third parties except for the following situations:

- When it is necessary to complete a transfer as requested by you.
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant when you have authorized the disbursement of such information.
- In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal processes.
- In order to give information to any government agency or official having legal authority to request such information.
- If you give us written permission.

**Virus Protection**

You agree that Iowa State Bank is not responsible for any electronic virus that you may encounter using Internet Banking. Routinely scan your PC and diskettes using any reliable virus protection product to detect and remove any viruses found.

**Electronic Messaging and Notices**

Customers should send us **general inquiries** concerning maintenance and other issues via e-mail located at [www.iowastatebanks.com](http://www.iowastatebanks.com). You should not use regular e-mail to initiate any banking transactions or give out personal identifying information. E-mail is not located on a secured encrypted server and the information you enter can be viewed by others. Sending electronic messages to us through regular e-mail are also not protected by a high level of encryption. Electronic mail will be used to send you notices, disclosures and other information required under the Electronic Funds Transfer Act and Regulation E of the Federal Reserve Board of Governors. We may send this information to you by posting it on our Web site or by e-mail. We may also send it to you by regular postal mail in writing at the address shown in our records. If you have given us an e-mail address or postal address, we are

entitled to rely on that address and assume that messages sent to that address are received by you, until you give us notice in writing or by e-mail that the address is no longer valid. You agree that information we post to our website or send by e-mail or regular postal mail will be deemed delivered at the time it is posted or sent. Information you send to us is deemed delivered when we receive and review it. If we send you a notice, disclosure or other message electronically and you wish to print it and are unable to do so, contact us at 515-288-0111 or send us an e-mail and we will provide you with a paper copy.

### **New Services**

From time to time, Iowa State Bank plans to expand the services we offer our Internet Banking customers. When such services become available, we will update this agreement and notify you of the new service. By using Internet Banking after the new services are available, you agree to be bound by the terms contained in the revised agreement.

### **Authorization To Charge Accounts**

You are responsible for all transfers you or your authorized representative make using Internet Banking. You authorize us to debit your designated account(s) for any transactions completed with Online Banking. You agree that we may comply with transfer instructions entered by any one person using an authorized Access Code and Password, regardless of the restrictions placed at the account level, i.e., two signatures required or minor no withdrawal.

If you permit another person to use Internet Banking or give them your Access Code and Password, you are responsible for transfers or advances that person makes from the deposit and loan accounts linked to your online application even if that person exceeds your authorization.

### **Availability**

Funds must be available in the account from which you wish to transfer funds on the date you enter the transaction.

### **Insufficient Funds to Complete Transfer**

If your account does not have sufficient funds to complete a transfer, **the transfer will not be completed.**

### **Restrictions on Transfers from Savings and Money Market Accounts**

Under 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 calendar month (not counting transactions made at ATMs, in-person transactions or automatic transfers). Transfers made by telephone, personal computer or funds automatically transferred from a 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 12-month period, we will close the savings or money market account and transfer the funds to a checking account.

### **Correcting or Canceling Your Transfer**

You cannot cancel your transfer after it has been entered into the Internet Banking System and the information transmitted to us. You can correct information about a transfer before you send us the information, and you can use Internet Banking to reverse a transaction after it has been entered.

### **Documentation and Verification of Transfers**

The date and amount of transfers made through Internet Banking will be shown on the Internet Banking screen and will also be shown on your printed statements for the accounts from which and to which the transfer is made.

### **Telephone Number for Notification of Unauthorized Use**

If you believe your Access Code and/or password have become known by an unauthorized person, or that someone has transferred money without your permission, call Iowa State Bank's Customer Support Department immediately at: 515-288-0111 or 888-824-0111.

### **Your Liability for Unauthorized Use**

You are responsible for keeping your password and account information secret. If you allow others to access your accounts, you are responsible for any transactions they authorize from your accounts.

Tell us immediately if you believe your Access I.D. or Password has become known to an unauthorized person or if an unauthorized transaction has occurred involving your account. Telephoning is the best way to keep your possible losses to a minimum.

If you tell us within two business days after you learn that your Access Code and Password have become known by an unauthorized person, you can lose no more than \$50.00 if an unauthorized person used your personal codes without your permission to process a transaction. If you do NOT tell us within two business days, and we can prove that we could have stopped someone from using your Access Code or Password without your permission if you had told us, you could be liable for as much as \$500.00.

Also, if your statement shows electronic funds transfers that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 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 may extend the time period.

### **Iowa State Bank's Liability for Failure to Make Transfers**

If we do not make a transfer on time, or in the correct amount according to your instructions, we will be liable for your proximately caused damages. However, there are some exceptions. We will not be liable, for instance, if:

1. Through no fault of ours, your account does not contain enough money to make the transfer.
2. The transfer would exceed the balance in the deposit account you use for overdraft protection, or the credit limit on your overdraft checking line of credit, or the line has been closed.
3. Your computer, the software, phone lines, or the bank's computer systems were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer.
4. Circumstances beyond our control prevented the transfer, despite reasonable precautions that we have taken. Such circumstances include telecommunication outages, postal strikes, fires, floods and other natural disasters.
5. We have placed a "hold" on funds in your account or remitted funds to another party with your knowledge, pursuant to reasonable business procedures, or in compliance with legal process such as a garnishment, tax levy, court order, etc.
6. We have received incomplete or inaccurate information from you or a third party involving the account or transfer.
7. We have a reasonable basis for believing that unauthorized use of your User Code, Password, or Account has occurred or may be occurring; or
8. You or we have terminated your Online Banking Agreement or closed the account.

### **Errors Resolution**

In case of errors or questions about your electronic **deposit transactions**, call the Customer Support Department at Iowa State Bank immediately at 1-515-288-0111, toll free at 1-888-824-0111 or write to:

Iowa State Bank  
Attention: Customer Support Department  
627 E Locust  
Des Moines, IA 50309

In case of errors or questions about your electronic **loan transactions**, call the Loan Administration Department at Iowa State Bank immediately at 1-515-288-0111, toll free at 1-888-824-0111 or write to:

Iowa State Bank  
Attention: Loan Administration  
627 E Locust  
Des Moines, IA 50309

If you think your statement is wrong or if you need more information about an electronic transaction listed on the statement, contact us as soon as possible. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared, and you must:

- (a) Tell us your name and account number;
- (b) Describe the electronic transaction you are unsure about, and explain why you believe an error has occurred or why you need more information;
- (c) Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint or question in writing within ten business days. We may require you to provide your complaint in the form of an affidavit.

We will tell you the results of our investigation within ten business days and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally re-credit your account within ten business days for the amount you think is in error, so that you will have the use of your 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 days, we may not provisionally recredit your account.

If you are a new customer, for electronic funds transfer occurring during the first 30 days after the first deposit is made to your account, the applicable time periods for action by us are up to 20 business days (instead of ten) and 90 calendar days (instead of 45).

If we determine that there is no error, we will send you an explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

#### **Fees**

Iowa State Bank does not charge a fee for setting up, maintaining or using our Internet Banking service. It is provided to you free of charge and we will gladly answer your questions or concerns.

#### **Termination or Discontinuation**

In the event you wish to discontinue using Iowa State Bank's Internet Banking, contact ISB in writing or send us an electronic mail message. We may at any time terminate your Internet Banking service. We will mail notice of termination to you at your address as shown on Iowa State Bank's records.