

## Your complete financial resource center!



## *Services Agreement*

## INTERNET BANKING SERVICES AGREEM STATEMENT

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This Agreement applies to your use of Online Banking (the "System"), Bank's Internet banking portal, which permits you to access your accounts with us via the Internet for services selected by you and agreed upon by us. This Agreement applies to all persons that are parties to the accounts. When used in this Agreement, the terms "you" and "your" refer to each depositor on the account(s) accessible by the System, and the terms "us," "we," and "our" refer to Carroll County State Bank and Council Bluffs Savings Bank a division of Carroll County State Bank.

**Internet Services:** The following Bank services will be available to you through the Internet: check your current account information, transfer funds among your accounts at the Bank, stop payments on checks, and pay bills. You may be required to enter into other agreements in order to use any of these services. The Bank may, at any time, increase or delete any such services, provided that no services will be deleted unless you have been given at least 30 days prior notice. You must provide your own access to the Internet through an Internet provider of your choice and have a functional user ID and password. Our site is optimized for use with certified/recommended browsers. If you use a different browser, you may not be able to take full advantage of all the features of the site.

Access: The System is a service provided solely for use by our clients. You will need an access ID and password to gain access to your accounts using the System. During enrollment you will create and confirm a password which you will use to gain access to the System. You should protect your password at all times and change it on a regular basis. You agree to keep the password safe and to not record, disclose or make the password available to anyone. Anyone who has access to your password will have full access to your accounts and the services you can perform on the System. You have no ability to limit any such person's authority. If anyone uses your password with your permission (an "Authorized User"), you will be responsible for any transactions performed by that person.

**Transfers of Fund:** You may transfer funds from one account to another account, provided that the same persons are the owners of both accounts. The number of transfers that you may make may be limited by law or government regulation and the Bank may establish restrictions on transfers that may exceed those limits. Bill Payment Service: The Bill Payment Service permits you to use your Internet-enabled device to direct payments from your designated online Bill Payment Account to third parties you wish to pay. Through the Bill Payment Service, you can pay bills from your Bill Payment Account to businesses or individuals. The PopmoneySM Payments Service allows you to pay other people. Your use of the Payment Services is governed by this Agreement as well as a separate agreement that will be made available to you through the System prior to your initial use of the Payment Services. In the event that any term or condition of this Agreement conflicts with a term or condition of the separate agreement, the term or condition of the separate agreement shall control.

All payments you make will be deducted from the checking account that you designate as your Bill Payment Account for the Bill Payment Service. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time. You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited. The Bank will not be required to transfer any funds, or to honor any request to pay bills, unless there are collected funds in the originating account sufficient to cover the transfer or bill payment. If you give us instructions to make multiple transfers, or to pay multiple bills, and there are not sufficient collected funds for each transaction, the Bank may honor the instructions in the order that the instructions are received and may refuse to honor all further instructions. We have no obligation to notify you if there are not sufficient funds to permit the transfer or pay the bill. We may, but we are not required to, make the transfer or pay the bill at such future time, as collected funds are available in the originating account.

**Stop Payment Orders:** You may place stop payment orders on checks using the System. When placing a stop payment order, you agree to indemnify us and hold us harmless for all losses incurred by us due to our refusal to pay the check. You acknowledge that, under the law, there are some situations where a check can be enforced against you even though you ordered us to stop payment. In such instances, we will not be liable to you for refusing to enforce your stop payment order. We will not have a duty to stop payment until you have given us the number, the exact amount of the item and the name of the payee. In addition, we must have had a reasonable opportunity to act on your stop payment order prior to the earlier of our payment of it or one hour after the opening of the next business day after the business day we received it. The information we require you to submit in connection with your stop payment order must be exactly correct to enable our computer system to match the payment to be stopped to your stop payment order.

A stop payment order on a check is effective for six months unless you renew the notice in writing within that time, in which case the stop payment order will be effective for an additional six month period. At our option, we may continue stop

payment orders beyond these time periods unless cancelled by you. Stop payment orders received after regular banking hours or on a holiday shall be deemed received at the opening of business on the next business day.

**Changes in Terms; Cancellation:** The Bank may change the terms of this Agreement at any time by giving you at least 30 days prior notice of the change. If you use the Internet services after receipt of such notice, you will be deemed to have agreed to such change. Either you or the Bank may cancel this Agreement and terminate your use of the Internet banking services for any reason by giving the other 30 days prior written notice. Notwithstanding the foregoing, the Bank may terminate your rights under this Agreement at any time, and without prior notice or liability to you, if you have breached any of your obligations under this Agreement or any other agreement with the Bank, or if the Bank has reason to believe that you have attempted to access accounts or information at the Bank to which you do not have rights.

Security: Our System utilizes a comprehensive security strategy to protect accounts and transactions conducted over the Internet. In addition to our login security which incorporates multi-factor authentication (i.e. access IDs, passwords, plus pictures, questions, digital security keys or a personal identification number ("PIN")), we use secure socket layer ("SSL") encryption technology for everything done in the System. The Bank reserves the right to block access to the Internet banking services in order to maintain or restore security if the Bank reasonably believes your identification codes has been or may have been obtained, or is being used or may be used, by any unauthorized persons. You are solely liable and responsible for all Internet transactions that are made using your identification codes, whether those transactions are made by you or any person you authorize, permit or enable to have your means of identification (even if the person exceeds your authority), or by any person who obtains your identification codes as a result of your act of negligence. If you have given someone your identification code. You will defend, hold harmless and indemnify the Bank from and against any and all claims of any nature arising out of any access by a person you have authorized, permitted or enabled to have access to the Bank and any records or accounts maintained at the Bank regardless of whether the records or accounts belong to you or others.

Interruptions in Service; Limit of the Bank's Liability: Any information you receive from the Bank can only be provided on a best-efforts basis for your convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information. The Bank is not responsible for any computer virus or related problems, which may affect or result from your use of the Internet banking services. Neither the Bank, nor any of the Bank's affiliates, officers, directors, employees or agents will be responsible for any indirect, special incidental or consequential damages arising in any way out of the Agreement or your use of the Internet banking services. Any liability of the Bank for actual damages shall be limited to the fees that you have previously paid to the Bank for the use of the Internet banking services under this Agreement. The Bank will have no liability to you if you are not able to complete any transaction using the Internet as provided herein if: (1) you do not have enough money in your accounts to make the transfers; (2) the Bank's Internet or computer system, is not working properly and you knew about this when you started your transaction; (3) the failure is the result of any act or omission of any Internet service provider or any software provided by any third party, or the other party to the transition; or (4) circumstances beyond the Bank's control )for example, fire, flood, loss of power, or interruption of communication systems) prevent the completion of the transaction. The Bank may on a regular basis perform maintenance on the Bank's equipment or systems which may result in interruption of the Internet banking services and the Bank will not have any liability to you as a result of any such interruptions. The Bank may contract with third parties to provide certain Internet services to you. The Bank will have no liability of any kind to you with respect to any acts or omissions of such parties and your sole remedy shall be against such third party. If you experience any inability to access the internet Banking Service, you should call your financial institution.

**Fees:** You may be required to pay the standard fee for any transactions that you make through the internet. The Bank may establish other fees by giving you at least 30 days prior written notice. You are responsible for all charges you incur in connecting to the internet and for any charges imposed by your internet provider.

**Miscellaneous:** If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable. The terms and conditions of this Agreement shall be governed by and constructed in accordance with the laws of the State of Iowa, without regard to its conflicts of law provisions. Any litigation arising under this Agreement or the Internet services shall take place only in the state or federal courts having jurisdiction over the home office of the Bank and you agree to such jurisdiction. The Bank shall be entitled to recover its costs (including attorney's fees) from you for any claims arising under this Agreement or the Internet services. The term "business day" means Monday through Friday except for legal bank holidays.

Entire Agreement: This Agreement is the entire agreement between you and the Bank regarding your use of the Internet banking services, and it supersedes any prior discussions and agreements between you and the Bank regarding the Internet banking services, and supersedes any marketing or other similar material pertaining to the Internet banking services. The foregoing does not apply to agreements and disclosures applicable to your accounts, or disclosures or agreements relating to specific transactions, and such other agreements or disclosures shall supersede this Agreement to the extent that there is any inconsistency. This Agreement is subject to, and incorporates, all account agreements and other agreements or disclosures that the Bank has delivered, or may hereafter deliver, to you with respect to your account or Bank products or transactions.

**Notices:** The Bank may give you written notices and disclosures either by mailing them to your last known address, or by sending such notice to you over the Internet at your designated Internet address. You agree that if the Bank is required by any laws or regulations to give you written confirmation of the completion of any transaction or supply you with any disclosures or notices, then the Bank may in its sole discretion give such information to you electronically over the Internet. If there is more than one account holder, the Bank will only be required to give notice to one of you. The Bank will not normally mail you paper copies of the disclosures, notices, or account statements you receive electronically. To obtain a paper copy, please contact the bank by mail. Applicable fees may be billed to your account. If you wish to give notices to the Bank you must send it in writing to either of the following addresses:

Mail Address: Carroll County State Bank, 126 W 6th St, Carroll, IA 51401 or Council Bluffs Savings Bank, 1751 Madison Ave, Council Bluffs, IA 51503

E-mail Address: cservice@carrollia.com

Cancellation: To cancel electronic disclosures please contact the bank by mail.

E-mail Address Change: You will be responsible for maintaining an accurate e-mail address in which to receive the e-mail on the System.

Electronic Mail (E-mail): If you send an e-mail message, the bank will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need help to stop a payment that is scheduled to occur. NOTE: E-mail outside of the Online Banking site is not secure. We advise you not to send us or ask for sensitive information such as account numbers, Passwords, account information, etc., via general or public e-mail systems. If you wish to contact us electronically, please us the secure "contact us" link provided in our Online Banking site.

**Questions and/or Concerns:** In order for the Bank to provide you with the maximum benefits and services, we request that you keep your information as up-to-date as possible. If you ever have questions or concerns regarding the accuracy of your personal information at the Bank, please contact at (712)-792-3567 or (800)-329-8620. We will investigate your concerns and make any changes as needed.

**Our Website and Children's Privacy:** Our website is directed to a general audience. We do not knowingly solicit or collect information from children on our site. Visitors may elect to provide us with personal information via E-mail or online registration forms. This information is used internally, as appropriate, to handle the sender's request. It is not disseminated or sold to other organizations. Some areas of our Website may use a "cookie" temporarily stored in the visitor's computer memory (RAM) to allow the web server to log the pages you use within the site and to know if you have visited the site before. Visitors to this bank Website remain anonymous. We do not collect identifying information about visitors to our site. We may use standard software to collect non-identifying information about our visitors, such as:

- Date and time our site was accessed
- IP address (A numeric address given to servers connected to the Internet)
- Web browser used
- City, state, and country

• The Bank uses this information to create summary statistics and to determine the level of interest in information available on our site.

## Please read our Privacy Statement below:

			Rev. 10/2010	
FACTS		WHAT DOES CARROLL COUNTY STATE BANK DO WITH YOUR PERSONAL INFORMATION?		
Why?	gives consumers the right us to tell you how we colled	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	service you have with us. Social Security number a account balances and pa credit history and credit s	<ul> <li>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</li> <li>Social Security number and income</li> <li>account balances and payment history</li> <li>credit history and credit scores</li> <li>When you are no longer our customer, we continue to share your information as described in this notice.</li> </ul>		
How?	everyday business. In the share their customers' personance their customers' personance to share; and whe	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Carroll County State Bank chooses to share; and whether you can limit this sharing.		
	s we can share your onal information	Does Carroll County State Bank share?	Can you limit this sharing?	
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No	
For our marketing purposes - to offer our products and services to you		Yes	No	
For joint marketing with other financial companies-		Yes	No	
For our affiliates' everyday business purposes- information about your transactions and experiences		No	We don't share	
For our affiliates' everyday business purposes- information about your creditworthiness		No	We don't share	
For our affiliates to market to you		No	We don't share	
For non affiliates to market to you		No	We don't share	

Questions?	-	Call 800-329-8620 or go to www.carrollia.com/ccsb		
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Who are we				
Who is providing this notice?		Carroll County State Bank,126 W. 6th Street, Carroll, IA 51401 Council Bluffs Savings Bank (a division of Carroll County State Bank)		
		What we do		
How does Carroll C	ounty State Bank	To protect your personal information from unauthorized access		
protect my persor	nal information?	and use, we use security measures that comply with federal law.		
		These measures include computer safeguards and secured files and buildings.		
How does Carroll C	ounty State Bank	We collect your personal information, for example, when you		
collect my person	nal information?	Open an account or apply for a loan		
		Pay your bills or deposit money		
		Use your credit or debit card		
		We also collect personal information from others, such as credit bureaus, affiliates, or other companies.		
Why can't I limit all	sharing?	Federal law gives you the right to limit only		
ing can er inne a	onanigi	■ sharing for affiliates everyday business purposes information		
		about your creditworthiness		
		affiliates from using your information to market to you		
		sharing for non affiliates to market to you		
		State laws and individual companies may give you additional rights to limit		
		sharing.		
		Definitions		
Affilia	ates	Companies related by common ownership or control. They can be		
		financial and nonfinancial companies.		
		Carroll County State Bank does not share with our affiliates.		
Nonaffi	liates	Companies not related by common ownership or control. They can be financial and non financial companies.		
		■ Carroll County State Bank does not share with nonaffiliates so they can		
		market with you.		
Joint ma	rketing	A formal agreement between nonaffiliated financial companies that		
	5	together market financial products or services to you.		
		Our joint marketing partners include credit card companies.		
		Other important Information		

Holiday Schedule ● Financial Calculators ● Community Links ● National News ● Stock Quotes ● Privacy Statement

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Member FDIC Equal Housing Lender 🚖