

YOU CANNOT ACCESS ANY OF YOUR ACCOUNTS FOR THE FIRST TIME THROUGH THE USE OF ONE OR MORE OF THE SERVICES DESCRIBED BELOW UNLESS YOU FIRST AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. READ THIS AGREEMENT CAREFULLY. YOU CAN AGREE TO THE TERMS OF THIS AGREEMENT, INCLUDING ELECTRONIC DELIVERY OF DISCLOSURES, BY CLICKING THE "I AGREE" BOX BELOW. IF YOU HAVE ANY QUESTIONS OR DO NOT UNDERSTAND ANY TERMS OF THIS AGREEMENT, PLEASE CONTACT US PRIOR TO YOUR USE OF THE SERVICES.

These are the current terms of your Agreement with Primebank for accessing your accounts and making use of other services via the Internet through Primebank. Whenever you use Internet Banking, or authorize others to use it, you agree to these terms. Primebank may amend these terms from time to time. You will be notified of any amendments that affect your rights or obligations within the appropriate time period. Each of your accounts at Primebank, which are accessed by Internet Banking, continue to be governed by the applicable Account Disclosures and Regulations relating to Deposit Accounts and Other Services and Electronic Fund Transfer Agreement and Disclosures, otherwise known as Disclosures and Regulations, and the applicable Schedule of Fees, as they may be amended from time to time. These term conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us.

## **GENERAL INFORMATION**

### **1. Definition of Terms**

- "You" and "Your(s)" refer to each person (including any business) who applies for Internet Banking with Primebank through completion of a Primebank Internet Banking Enrollment and all persons authorized by the applicant to use their Internet Banking Access ID and Password or other means of access we establish or approve.
- "Consumer" means any natural person who uses a deposit account primarily for personal, family or household purposes.
- "We," "us," "our(s)," "Bank," and "Primebank" refer to Primebank or one of its affiliates.
- "Business Day" shall mean Monday through Friday, except for banking holidays.
- "BillPayer" means our service that allows you to pay bills over the Internet by use of a personal computer and modem and/or other means we authorize or allow.
- "Payee" means the merchants, individuals or institutions you wish to pay using the BillPayer Service.
- "Internet Banking Agreement" means Primebank Internet Banking Agreement.
- "Internet Banking" or "Primebank Internet Banking" or "Primebank's Internet Banking Service" means our service that allows you to make payments, transfer funds, access accounts, make purchases, obtain information, and perform other transactions via the Internet by use of a personal computer and modem and/or other means we authorize or allow.

### **2. General Description of Services**

Account access via Primebank's Internet Banking Service allows you to:

- View account balances and transaction history.
- Transfer funds between Primebank accounts.
- Set up recurring transfers between Primebank accounts
- Make Primebank loan payments.
- View previous statements.
- Download account transactions.
- Change your password.

BillPayer Services through Primebank Internet Banking allow you to:

- Pay bills to most merchants, individuals, & organizations.
- Set up recurring payments.
- Download your payment schedule.
- Retain payment history.
- Retain record of payees.

### **3. Requirements for Your Use**

To access your accounts through Primebank's Internet Banking, you must have a Primebank account and complete a Primebank Internet Banking Enrollment. In addition, you will need a personal computer, Internet service through the provider of your choice, and a compatible web browser with 128-bit data encryption. You are responsible for the installation, maintenance and operation of your computer and your browser software. The risk of error, failure, or non-performance is your risk and includes the risk that you do not operate your computer or your software properly. The Bank is not responsible for any errors or failures from any malfunction of your computer or your software. Primebank is not responsible for any electronic viruses that you may encounter. The Bank is not responsible for any computer virus-related problems that may be associated with the use of Internet Banking. The Bank has no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computer or your software.

### **4. Customer Support**

If you need assistance with Primebank's Internet Banking Service, or if you need to communicate with Primebank, you may contact a Customer Service Representative. Customer Service Representatives are available between 8:00 A.M. and 4:30 P.M. CST Monday through Friday. You may also write to us at:

Primebank  
Internet Banking Services  
P.O. Box 1408  
Le Mars, Iowa 51031

You may also e-mail us at [Primebank.ebanking@primebank.com](mailto:Primebank.ebanking@primebank.com). However, electronic mail (E-mail) transmissions are not secure. Therefore, we request that you do not send us or ask for sensitive information, etc. via any general form of E-mail System. E-mail through Primebank or other means of E-mail provided by the bank at <http://www.primebank.com/> are not secure.

## **DESCRIPTION OF SERVICES**

### **1. Hours of Accessibility**

You can access your accounts through Primebank's Internet Banking Service seven days a week, 24 hours a day. However, at certain times, Primebank's Internet Banking Service may not be available due to routine system maintenance.

### **2. Account Access via Internet Banking**

Account Access through Primebank's Internet Banking Service allows you to conduct the following functions online: view account balances and transaction history, transfer money between accounts, set up recurring transfers between accounts, make Primebank loan payments, view and print past statements, and download account transactions to your personal computer.

There are no monthly or transaction fees for accessing your account(s) through Primebank's Internet Banking Service. BillPayer is an optional and chargeable service for all users as described below. Other fees, as described in the deposit account information, may apply to services ordered online. Please note that fees may be assessed and billed separately by your Internet Service Provider (ISP) and are not included in Primebank's Internet Banking Service.

### **3. Transfers**

Through Primebank's Internet Banking Service you are allowed to make transfers between your various Primebank accounts. You may also make your Primebank loan payments. You must be an owner of and have the unrestricted right of withdrawal from all accounts to or from which you request a transfer. We reserve the right to deny transfers between certain types of accounts under certain circumstances. A transfer initiated through Primebank's Internet Banking Service before 5:00 PM (Central Standard Time) on a business day is posted to your account the same day.

**All transfers completed after 5:00 PM (Central Standard Time) on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day.**

Our business days are Monday through Friday, except for banking holidays. "Banking holidays" shall mean all federal banking holidays. The number of transfers from accounts may be limited as described in the applicable portions of the deposit account information. Each payment or transfer through Internet Banking from a savings or money market account is counted as one of the six limited transfers permitted each statement period, as described in the Disclosure and Regulations.

If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

### **4. BillPayer Service**

BillPayer via Primebank's Internet Banking Service is an optional and chargeable service. BillPayer allows you to schedule bill payments; arrange, at your option, for the payment of your current, future and recurring bills from your designated BillPayer Account; pay most merchants, individuals, and institutions; and download your payment schedule at your convenience.

The BillPayer Fees are as follows:

- \$4.95/month for 10 BillPayer Transactions. Transactions after the first 10 each month are billed at \$0.50 each.

The BillPayer monthly fees cover service for the current month and are effective 60 days after enrollment. Fees will be charged to your payment account, whether or not bill payments are made in the month. All fees will be deducted from your designated payment account. If the fee cannot be paid, we may cancel Bill Payment. After cancellation, Bill Payment may be reinstated by contacting a Primebank Internet Banking Customer Service Representative once all fees have been covered through your designated payment account.

### **5. Bill Payments**

Bill Payments are made from your designated payment account for the amount requested by you to the scheduled payee through Primebank's BillPayer Service. You must be an owner of the designated Bill Payment account. You may not designate any account that requires more than one signature for

withdrawals. All fees for BillPayer Service will be deducted from your designated payment account. Payments may be made up to a maximum of \$9,999.99. There is no limit to the number of payments that may be authorized, or the number of payees you can pay through Bill Payer. You may pay most merchants and individuals using Primebank's BillPayer Service, however, you may not use BillPayer to pay taxes, court-ordered payments, or any governmental agency. You have the right to add, edit or delete a payment any time before 5:00 PM Central Standard Time the business day before the payment is scheduled to pay. Payments made through Primebank's BillPayer Service require sufficient time for your payee to credit your account properly. To avoid incurring a finance charge or other charge, you must schedule a payment sufficiently in advance of the due date of your payment. When you schedule payment:

**YOU MUST SCHEDULE THE PAYMENT AT LEAST FIVE BUSINESS DAYS PRIOR TO THE DATE THE PAYMENT IS DUE AT YOUR PAYEE.**

By scheduling payments and submitting your payees' information including their addresses, you authorize us to follow the payment instructions to these payees. When we receive a payment instruction (for the current or future date), we will remit funds to the payee on your behalf from the funds in your designated payment account on the day you have instructed them to be sent (Payment Date). Funds for all bill payments (whether these payments are made electronically or by check) will be withdrawn from your account on the day the payment is scheduled to be sent to the payee.

The Bank is under no obligation to notify you if it does not complete a payment because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the payment or for rescheduling the payment through Bill Payer.

## **6. Changes to Charges, Fees, or Other Terms**

Primebank reserves the right to change the charges, fees or other terms described in this Primebank Internet Banking Agreement. When changes are made to any fees, charges, or other material terms, we will update this Primebank Internet Banking Agreement and notify you accordingly. Notification will be given at least thirty (30) days in advance of the effective date of any additional fees for on-line transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide notice to you within thirty (30) days after the change. We reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Depositor Contract and the deposit account information.

## **7. Access ID & Password**

You will be given an Internet Banking Access Identification and Password that will give you access to your accounts through Primebank's Internet Banking Service. Once you have submitted a complete Primebank Internet Banking Enrollment, you will receive your Internet Banking Access ID and Password. You will be asked to select a new Password upon your initial use of Internet Banking. We recommend that you change your Password on a regular basis. The Bank is entitled to act on the instructions received under your Password. For security purposes, it is recommended that you memorize the Access ID and Password and do not write them down. You are responsible for keeping your Access ID, Password and other account data confidential. Anyone to whom you give your Internet Banking Access Identification and Password or other means of access will have full access to your accounts, even if you attempt to limit that person's authority. For this reason, you should not disclose your Internet Banking Access Identification and Password to other persons.

## 8. Security

You acknowledge that you understand the importance of your role in preventing misuse of your accounts through Primebank Internet Banking Service and you agree to promptly examine your account statement for each of your Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification by itself, or together with information related to your account, may allow unauthorized access to your account. Your Password and Access ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the Internet Banking service is encrypted in an effort to provide transmission security and the Internet Banking service utilizes identification technology to verify that the sender and receiver of Internet Banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the Internet Banking service is secure, you acknowledge that the Internet is inherently unsecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Internet Banking service, or e-mail transmitted to and from us, will not be monitored or read by others.

## 9. Cancellation of Services

If you wish to cancel any of your Primebank Internet Banking Services, please contact a Primebank Internet Banking Customer Service Representative by calling (712)546-4175. Customer Service Representatives are available between 8:00 A.M. and 4:30 P.M. CST Monday through Friday. You may also write to us at:

Primebank  
Internet Banking Services  
P.O. Box 1408  
Le Mars, Iowa 51031

You may also email us at [Primebank.ebanking@primebank.com](mailto:Primebank.ebanking@primebank.com). However, electronic mail (E-mail) transmissions are not secure. We therefore, request that you do not send us or ask for sensitive information, etc. via any general form of E-mail System. E-mail through Primebank or other means of E-mail provided by the bank at <http://www.primebank.com/> are not secure. If, for any reason, you should ever wish to cancel Internet Banking, your scheduled payments and transfers will be automatically deleted. For this reason, if you cancel Internet Banking, you should make other payment or transfer arrangements. This will also ensure that future payments or transfers made by you will not be duplicated.

The Bank reserves the right to terminate the Primebank Internet Banking Agreement, in whole or in part, at any time for any reason.

## 10. New Services

Primebank may, from time to time, introduce new Internet Banking Services and/or enhancements to the current service. We shall update this Primebank Internet Banking Agreement and notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms contained in this Primebank Internet Banking Agreement.

## **ADDITIONAL PROVISIONS**

### **1. Usage**

Your first use of Primebank's Internet Banking Service confirms your agreement to and understanding of the terms and conditions in the Primebank Internet Banking Agreement.

You agree to the terms of this agreement and the schedule of charges that may be imposed. You agree to receive your periodic statement electronically and you will be notified in the future when this electronic delivery will begin. At that time you will receive an electronic disclosure statement that outlines how the electronic delivery will work. You will also have an option then to continue to receive paper disclosures, but some fees may apply. You authorize us to deduct applicable charges and payments, as accrued, directly from your designated payment account. You are liable for all transactions that you may make or authorize, even if the person you authorize exceeds your authority. If you have given someone your Internet Banking Access Identification and Password or any other means of access and you want to terminate that person's authority, you must change your Identification and PIN or other means of access or take additional steps to prevent further access by such persons. Unauthorized Transactions in Your Accounts- Notify us immediately if you believe another person has improperly obtained your Internet Banking Access Identification or Password. Also notify us if someone has transferred or may transfer money from your Bank deposit account without your permission, or if you suspect any fraudulent activity on your account. To notify us, call a Primebank Customer Service Representative by calling (712)546-4175. Customer Service Representatives are available between 8:00 A.M. and 4:30 P.M. CST Monday through Friday. You may also write to us at:

Primebank  
Internet Banking Services  
P.O. Box 1408  
Le Mars, Iowa 51031

You may also e-mail us at [Primebank.ebanking@primebank.com](mailto:Primebank.ebanking@primebank.com). However, electronic mail (E-mail) transmissions are not secure. We therefore, request that you do not send us or ask for sensitive information, etc. via any general form of E-mail System. E-mail through Primebank or other means of E-mail provided by the bank at <http://www.primebank.com/> are not secure.

If your Internet Banking Access Identification and Password have been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if an unauthorized person uses your Internet Banking Access Identification and Password without your permission to access a Bank deposit account and/or initiate a transaction. If you do NOT notify us within two (2) business days after you learn of the loss or theft, and we can prove that we could have stopped someone from using your Internet Banking Access Identification and Password without your permission had you told us, you could be liable for as much as \$500. Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us at once. If you do not notify us within sixty (60) days after the paper or on-line statement was sent to you, and we could have stopped someone from taking money if you had told us in time, you may not recover any money lost after the sixty (60) days.

### **2. Bank Liability**

Except as specifically provided in this Primebank Internet Banking Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, any indirect, special, incidental or consequential damages whether caused by the equipment, software, the Bank, OR by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser), OR by Internet access providers OR by on-line service providers OR by an agent or subcontractor of any of the foregoing, nor

shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, Primebank's Internet Banking Service, or Internet browser or access software. If Primebank does not properly complete a transfer or Bill Payment on time or in the correct amount, we will pay any late fees or finance charges as long as your account was in good standing with the payee prior to this incident. We will also be liable to you if we fail to stop a payment pursuant to your timely order to do so. We shall not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we will not be liable if any third party, through whom any bill payment is made, fails to properly transmit the payment to the intended payee. We will also not be liable if there are insufficient funds in your designated payment account or other accounts being used for transfers; if a legal order directs us to prohibit withdrawals from the payment account; if the payment account is closed or frozen; or if any part of the electronic funds transfer system is not working properly. We will not be liable for indirect, special, or consequential damages arising out of the use of BillPayer. Primebank reserves the right to terminate your use of BillPayer at any time for any reason.

If we do not complete a transfer or Bill Payment from your designated payment account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable:

- If, through no fault of ours, you do not have enough money in your account to make a transfer or bill payment.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system are not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using Primebank Internet Banking Account Access or BillPayer.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us.
- If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
- If you do not submit your payment or transfer instructions within the appropriate time period.

### **3. Error Resolution**

Call or write to us as soon as possible if you think your statement, account or transaction information is wrong or if you need more information about a transaction listed on your statement or shown through Primebank's Internet Banking Service. We must hear from you no later than sixty (60) days after we send the first statement on which the problem or error appeared. The telephone number and address you may use are as follows:

Phone Customer Service by dialing (712)546-4175 between 8:00 A.M. and 4:30 P.M. CST Monday through Friday.

Write to:  
Primebank  
Error Resolution  
P.O. Box 1408  
Le Mars, Iowa 51031

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten business days.

We will tell you the results of our investigation within ten (10) business days (twenty (20) days if you initiated the transaction from outside the United States) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days if you initiated the transaction from outside the United States) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten business days (twenty (20) days if you initiated the transaction from outside the United States) 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 (10) business days, we may not provisionally credit your account. If we determine that there is no error, we will send you an explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

#### **4. Limits on Withdrawals**

If any of your qualifying accounts are money market or savings accounts, certain types of withdrawals from those accounts, including payments and transfers are limited. During any monthly statement period, you may not make more than 6 (six) withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party. You agree to the "Terms and Conditions" that were delivered to you when you opened your deposit account(s).

#### **5. Disclosure of Account Information**

You authorize the Bank and each of its affiliates to disclose to third parties, agents, and affiliates, such as independent auditors, consultants or attorneys, information you have provided or that we or our affiliates have obtained about your accounts and the transfers you make:

- to comply with government agency or court orders or requests; or
- to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- where it is necessary for completing transfers; or
- to provide services relating to your account; or
- if you give us your further permission.

**I Agree**

**Cancel**