

## Waukee State Bank's Online Banking Personal Enrollment Agreement ("Agreement")

### 1. The Service.

In consideration of the Online Banking services ("Services") to be provided by Waukee State Bank (BANK) to its customers and as described from time to time in information distributed by BANK. In the agreement, "Customer" refers to the person(s) subscribing to or using the Service. You may use a Personal Computer ("PC") connection through Internet Explorer 6.0 or Netscape 7.0 or higher with at least 128 bit encryption to:

- Obtain account balances
- Obtain transaction information
- Obtain statements on your accounts
- Transfer money between your accounts
- Electronically direct us to make payments from your account to a third party ("Payees") that you have selected to receive payment through the Service (Bill Pay)

as well as other online Services, which may be offered to the Customer by the Bank from time-to-time. The "Account" means your designated bill payment checking account at BANK from which we make bill payments on your behalf pursuant to the Agreement. By subscribing to the Service or using the Service to make any payments to a third party, you agree to the terms of the Agreement.

A list of account services is available online.

Note: Transfers from your savings and Money Market accounts are considered pre-authorized transfers, and pre-authorized transfers are limited to six (6) per monthly statement cycle by federal regulations.

**PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS. THIS AGREEMENT WILL ALSO BE AVAILABLE ON THE ONLINE BANKING "LOGIN PAGE" UNDER PERSONAL ENROLLMENT AGREEMENT AND ON THE WAUKEE STATE BANK WEBSITE "ONLINE BANKING PAGE" UNDER PERSONAL ENROLLMENT AGREEMENT.**

### 2. Consent to Electronic Banking.

- You have rights under the law with respect to the use of email and electronic records. If you consent to the use of electronic communications which will create electronic records, we must record your consent.
- Your consent to the use of electronic communications for purposes of this Agreement is valid for all transactions, including the Bill Pay function and instructions that the bank receives from you with respect to Bill Pay transactions. When we use the word transaction, we mean all the electronic communications we will have with you as well as all of the documents and/or data needed to process the instructions to view or pay bills, to move money from one account to another, to notify you when the bank is unable to complete the transaction; to seek additional instructions from you from time-to-time, to alert you to suspected irregularities with your bank accounts (although the bank is not obligated to you to undertake to monitor your account for illegal or suspected activity); to suspend or terminate access to your accounts electronically.
- You may use a Personal Computer ("PC") connection through Internet Explorer 6.0 or Netscape 7.0 or higher with at least 128 bit encryption to access Waukee State Bank's Internet Banking and retain electronic records.

**THE BANK WILL NOT USE AN UNSECURE E-MAIL COMMUNICATION FOR THE PURPOSE OF REQUESTING SUCH ITEMS AS YOUR ACCOUNT NUMBER, PASSWORD OR OTHER SENSITIVE PRIVATE INFORMATION ABOUT YOU. IF YOU RECEIVE AN EMAIL COMMUNICATION ASKING FOR PRIVATE INFORMATION ABOUT YOU THAT APPEARS TO HAVE BEEN SENT BY THE BANK, PLEASE NOTIFY THE BANK IMMEDIATELY BY TELEPHONE. DO NOT RESPOND TO THE E-MAIL COMMUNICATION.**

- If at any time you wish to withdraw your consent to use electronic communications, you may send us an email at: [contactus@waukeestatebank.com](mailto:contactus@waukeestatebank.com), you may send us a letter at P.O. Box 66, Waukee, Iowa, 50263 or you may send us a fax at (515)987-6006. Your withdrawal of consent will take effect within a reasonable period of time after we receive your withdrawal of consent. Your withdrawal of consent will not affect the validity of electronic communications or transactions we have sent to you or received from you prior to your withdrawal of consent.
- If you withdraw your consent, we will suspend the Online Services, and you will not be able to perform any banking functions from the online account.
- If you change the way we contact you by e-mail, you must send us an email at [contactus@waukeestatebank.com](mailto:contactus@waukeestatebank.com). Within 24 hours after we receive your e-mail, we will send you a confirming email or fax depending on your instructions. For instance, if you change your internet service provider, and your email address changes, you must notify us of the change.
- You have the option to receive a paper copy of the electronic record by contacting us at 515-987-6000, or emailing us at [contactus@waukeestatebank.com](mailto:contactus@waukeestatebank.com). If research is required there may be a research fee imposed. See your current Personal Account Fee schedule for fee.

- Your use of the Online Service constitutes your agreement to electronic communication which will create electronic records. We will retain your consent to use electronic communications and electronic records to perform banking functions, and any other documents we receive from you that are necessary for the bank to perform its obligations under the Agreement. You should retain this document in electronic form.

### **3. Your User Code and Password.**

Each person who accesses the Services, including each individual named on joint accounts, must designate a Password and a user code. Your Password must be a minimum of 6 characters; up to a maximum of 11 characters; which must consist of at least 1 (one) numeric character, 1 (one) alpha and 1 (one) special character. For example, your Password might be: 1234&signup. It is suggested that you change your Password periodically to enhance security.

### **4. Delivery of Your Transfers.**

You may schedule transfers to be initiated on the current business day, on a future date, or on the same date of each month, subject to the restrictions in the Agreement. Transfers must be scheduled by the normal cut-off time of 4 p.m. (Central Time) on any business day in order for the transaction to be completed on that business day. Business days are defined as: Monday through Friday, excluding banking holidays. A transfer request which is received by the Bank on a Saturday, Sunday, banking holiday, or after 4:00 p.m., on a business day will be completed on the next available business day, subject to the limitations on completing transactions set forth in the Agreement. Any preauthorized transfer scheduled to occur on a non-business day will be completed on the next available business day.

### **5. Recurring Transfers.**

Recurring transfers are those made for the same amount and are made on a weekly, bi-monthly, monthly basis, etc. Once started, recurring transfers will be made automatically until **you** delete the transaction via interne Online banking.

### **6. Our Liability for Failure to Complete Transactions.**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for some of your losses or damages. However, there are some exceptions. For instance, we will not be liable to you for any losses or damages under the following circumstances or occurrences:

- a. if, through no fault of ours, you do not have enough money in your account to make the transfer;
- b. if the money in your account is subject to legal process or other encumbrances restricting transfer;
- c. if the transfer would go over the credit limit on your overdraft line (if any);
- d. if the automated teller machine or the merchant where you are making the transfer does not have enough cash;
- e. if the internet banking system was not working properly when you started the transfer;
- f. an interruption in electrical power, cable, wireless or telephone service;
- g. the disconnecting of Customer's telephone service or for deficiencies in line or wireless quality or speed;
- h. any defect or malfunction of a PC, modem, Internet or Web access device, or communication service.
- i. if circumstances beyond our control (such as fire or flood or systems failure) prevent the transfer, despite reasonable precautions that we have taken against such events;
- j. asset freezes, illegal acts (including but not limited to vandalism, trespass, and fraud).
- k. Additionally, the Bank is not liable for any damage to a personal computer, software, server, modems, Internet or Web access device, telephone, data, or other tangible or intangible property resulting from use of the Services, including, without limitation, any damage resulting from a computer virus, worm, Trojan horse, etc. even if the Bank has been advised of the possibility of such damaging code.
- l. There may be other exceptions, not specifically mentioned.

### **7. Bill Pay.**

Waukee State Bank's Bill Pay Service allows you to arrange, at your option, the payment of your current, future and recurring bills from an eligible checking account (called the Bill Pay Account). Eligible checking accounts include: FREE, FREE Student, Quality, NOW & Premier. By subscribing to this service you agree to the terms of this Agreement. There are no limitations on the number of payments you set up. You may include utility companies, merchants, financial institutions, individuals, etc. You must furnish us the names of your payees, their address, telephone number and your account number. We reserve the right to decline to make payments to certain persons and entities. Bill Pay is intended only for your use as a subscriber for such Service. Any attempt to use Bill Pay to process payments for third parties is prohibited and grounds for termination of your Bill Pay Service. The date the payment begins processing is called the "Processing Date". When we receive a payment instruction (for the current or a future date), we will send funds to the payee on your behalf from your Bill Pay funding account on the business day following the Processing Date.

We will not be obligated to make a payment unless Pay Account and/or linked ready reserve have sufficient funds or credit availability to pay the bill on the Processing Date. If you schedule a Bill Payment through your Bill Pay Service, and there are not sufficient funds in your Bill Pay Account to cover the Bill Payment on the Processing Date, we may take any of the following actions:

1. Cover the Bill Payment according to the terms of any overdraft protection you have with the bank; or
2. Decline the Bill Payment.

If we cover or pay the Bill Payment, your Bill Pay Account may be assessed a fee, which will vary depending on the action taken (see your Waukee State Bank Fee Schedule for overdraft protection fees and overdraft fees or ready reserve credit

agreement and disclosure). Funds for ALL Bill Payments will be withdrawn from your Bill Pay Account on the scheduled Processing Date. If your Bill Pay Account closes, all pending payments associated with that account will be canceled.

**NO DUTY TO MONITOR PAYMENTS.** We do not have any duty to monitor the payments that are made through the Bill Pay Service. If an authorized representative of yours uses your Bill Pay Account to pay bills which are not yours, you assume the entire risk of loss and indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with such use.

**STOP OR CHANGE INSTRUCTIONS.** You have the right to stop or change any scheduled Bill Payment. However, you must cancel a payment by no later than 4 PM (CST), on the day before the Processing Date by using the Bill Pay Service or by calling Waukee State Bank at (515)987-6000 by 9:00 AM (CST) on the day of payment. Stop payments are not guaranteed. Payees may present payments to their bank before the stop payment has been properly processed. Payments that are in process cannot be canceled or stopped. If Waukee State Bank is successful in processing a stop payment request, please allow up to seven business days for the funds to be credited to your account. A stop payment fee may be assessed.

**SCHEDULING PAYMENTS.** Payments made through the Bill Pay Service require sufficient time for your payee to receive your payment and credit your account properly. To avoid incurring a finance or other charge, you must schedule a payment sufficiently in advance of the payment due date. There will be a delay between the Processing Date (the date your payment begins processing) and the date the payee receives that payment. **YOU MUST SCHEDULE THE PAYMENT IN ACCORDANCE WITH THE PAYMENT RULES THAT ARE DISPLAYED ON THE MAKE PAYMENT SCREENS. We suggest that you schedule the Processing Date at least 7 full business days prior to the date the payment is due at the payee for check payments.** For scheduling purposes, the first business day after your scheduled Processing Date should be counted as Day 1. You must time your payment using the due date of the payment and not the last day of any grace period established by the payee. To prevent sending duplicate payments, if you schedule more than one payment to the same payee, for the same amount on the same date, only one payment will be sent.

**BANK ERRORS.** If Waukee State Bank does not properly complete a Bill Payment on time or in the correct amount, we will pay any late fees or finance charges which you reasonably incurred as a result 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 order to do so, so long as your order describes the payment with reasonable certainty and is received at a time and in a manner that affords us a reasonable opportunity to act on it before the payment is sent. Except as stated in this Agreement, any stop payment provisions of the agreement otherwise governing your Eligible Account that is applicable to checks will also apply to the Bill Pay Service. We will 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. We will also not be liable if there are insufficient available funds or credit availability in your Bill Pay Account and/or ready reserve plan; if a legal order directs us to prohibit withdrawals from the Bill Pay Account; if the Bill Pay 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 the Bill Pay Service. Waukee State Bank does not recognize "Grace Periods," "Pay To," or "Late After" dates when considering the reimbursement of late fees or finance charges.

**FEES.** Fees for services shall be payable in accordance with a schedule of charges as established and amended by Waukee State Bank from time to time. Charges shall be automatically deducted from customer's account. Waukee State Bank will provide to customer monthly notice of such debit(s) on your statement.

**TERMINATION OF BILL PAY SERVICE.** If you have the Bill Pay Service and do not schedule or process a payment via the Bill Pay Service for any three (3) month period, Waukee State Bank may terminate your Bill Pay Service. Additionally, if you close your current Account, you must notify us and designate a new deposit account that will be your Account within 30 days or Waukee State Bank may terminate your Bill Pay Service. If Waukee State Bank terminates your Bill Pay Service, your online Bill Payment information will be lost and all pending payments will be canceled. If you decide to terminate the Bill Pay Service, we strongly suggest that you cancel all future Bill Payments at the same time that you cancel your Bill Pay Service, either by deleting those payments yourself using the Bill Pay Service or by calling Waukee State Bank at (515)987-6000. This will ensure that future payments made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your Bill Pay Service has been terminated. Termination of the Bill Pay Service will not automatically close your Eligible Accounts.

## **8. Statements.**

All transfers and/or fees made with the Services will appear on your monthly Account statement. The transfer amount and date of the transfer will be shown for each payment made through the Services during that month.

## **9. Fees.**

Subject to applicable law, you agree to pay us the fees and charges shown in the Schedules as are applicable to your Account or for other services performed by us. You agree the fees and charges may be changed by us from time to time and authorize us to charge your account for their payment whether or not each charge results in an overdraft of your account. Existing and future charges may be based upon the overall costs of providing account services and may or may not be based upon the direct cost or expense associated with providing the particular service involved. The charges may be based on consideration of profit, competitive position, deterrence of misuse of account privileges by customers, and the safety and soundness of the financial institution. We will notify you of the changes to the extent required by law. Please see the applicable account disclosures you were provided when you opened your account (and any amendments, if applicable) for the terms and conditions of each account.

## **10. Equipment**

You are solely responsible for the equipment (including, in the case of the Services, your personal computer and software) you use to access the Services. We are not responsible for errors or delays or your inability to access the Services caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the Services nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

### 11. Hours of Operation.

Our business hours are 8:00 a.m. to 6:00 p.m. (Central Time), Monday through Friday, and 8:00 a.m. to 12:00 p.m. Saturdays, unless the day is a bank holiday. Transfers can be *completed* only on business days, (Monday thru Friday) with the exception of bank holidays. Subject to the limitations set forth in this Agreement, the Services are available 24 hours a day, seven days a week, except during scheduled or unscheduled system maintenance periods, installation of system upgrades, modifications or enhancements, periods in which the system is unavailable as a result of third party actions, including telecommunications outages, web host failures, or other third party vendor's actions or inactions.

### 12. Notice of Your Rights and Liabilities.

Security of your transactions is important to us. Use of the Services may therefore require a password. If you lose or forget your password, please call (515)987-6000 during normal business hours listed above. Your password will be reset and a temporary password will be sent to you via mail within 3-5 business days. We may accept as authentic any instructions given to us through the use of your password. You agree to keep your password secret and to notify us immediately if your password is lost or stolen or if you believe someone else has discovered your password. You agree that if you give your password to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use the Services. Online Banking Services enables you to change your password; we suggest that you do so regularly. We may be liable for certain security breaches to the extent required by applicable law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to (1) monitor and/or record all communications and activity related to the Services; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your password was used in connection with a particular transaction. If any unauthorized use of your password occurs you agree to (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds.

Tell us **AT ONCE** if you believe your password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum line of credit). If you tell us within two (2) business days, you can lose no more than \$50. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (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 prevented someone from taking the money if you had told us in time. If a good reason such as a long trip or hospital stay kept you from telling us, we will extend the time periods. If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (515) 987-6000 during the normal business hours listed above. **WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.**

### 13. Error and Questions.

In case of errors or questions about your electronic transactions, telephone us at (515)987-6000, 8:00 a.m. to 6:00 p.m. Monday through Friday, or contact us at:

Electronic Banking Department  
Waukee State Bank  
P.O. Box 66  
Waukee, IA 50263

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. You will need to:

1. Tell us your name and account number (if any);
2. 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; and
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require you to send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days 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 to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days 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 ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decided that there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation. You may notify us of any changes (Mailing Address, Email Address) in the way we may contact you by one of the following procedures:

- Through the Waukee State Bank Internet banking website email;
- In person;
- By mail to: Waukee State Bank, P.O. Box 66, Waukee, Iowa 50263; or
- By Fax: (515)987-6006.

#### **14. Disclosure of Account Information to Third Parties.**

We will disclose information to third parties about your account or the transfers you make:

- where it is necessary for completing transactions or resolving errors involving the Services; or
- to verify the existence and condition of your account upon the request of a third party, such as a credit bureau or a merchant; or
- to comply with government rules or court orders; or
- to our employees, service providers, auditors, collection agents, affiliated companies or attorneys in the course of their duties and to the extent allowed by law; or
- if you give us your permission.

#### **15. Authorization to Obtain Information.**

You agree that we may obtain and review your credit report from a credit bureau or similar entity if we are authorized to do so by applicable regulations.

#### **16. Termination.**

If you want to terminate your access to the Waukee State Bank's Online Banking Services, call us at (515) 987-6000. After receipt of your call, we will send a written termination authorization for your signature and return to us. **RECURRING TRANSFERS WILL NOT BE DISCONTINUED BECAUSE YOU TERMINATE ACCESS TO THE SERVICES.** Recurring transfers are those made for the same amount and are made on a weekly, bi-monthly, monthly basis, etc. Once started, recurring transfers will be made automatically until **you** delete the transaction via internet Online Banking. We recommend that you cancel any scheduled payments prior to notifying us that you are canceling the Service. We reserve the right to terminate the Waukee State Bank's Services, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your PIN or password as an indication of an attempted security breach. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

#### **17. Limitation of Liability.**

There may be circumstances in which the Bank could become liable to you for losses or damages; however, under no circumstances will the Bank be responsible or liable to you under any legal theory, including tort, contract or otherwise for indirect, special or consequential, or incidental damages caused in whole or in part by the Bank or its third party vendors. The limitation of liability in this section is in addition to the limitation of liability set forth in Section 6. of this Agreement.

#### **18. Waivers.**

No waiver of the terms of this Agreement will be effective, unless in writing and signed by an authorized officer of the Bank.

#### **19. Assignment.**

You may not transfer or assign your rights or duties under this Agreement.

#### **20. Governing Law.**

The laws of the State of Iowa shall govern this Agreement and all transactions hereunder. Customer acknowledges that he/she has reviewed this Customer Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.

#### **21. Amendments.**

We can change a term or condition of this Agreement by mailing or delivering to you a written notice at least thirty (30) days before the effective date of any such change. We do not need to provide you with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain or restore the security of our system or an account. However, even in these cases, if the change is to be made permanent, we will provide you with a

notice of the change with the next regularly scheduled periodic statement we send you, or within thirty (30) days, unless disclosure would jeopardize the security of our system or an account. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for you in either our Checking or Savings Account records, or e-mail address in which you authorized to receive such notices and/or disclosures. If you notify the Bank that you do not want to receive notifications from the Bank by electronic means, the Bank may discontinue the Services to you, or impose additional fees for providing notification in an alternative manner. ***It is very important that you notify the Bank if your e-mail address changes.***

## **22. Security Procedures.**

By accessing the Services, you hereby acknowledge that you will be entering a protected web site owned by the Bank, which may be used only for authorized purposes. The Bank may monitor and audit usage of the System, and all persons are hereby notified that use of the Services constitutes consent to such monitoring and auditing. Unauthorized attempts to up-load information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986. From time-to-time, the Bank may alter its encryption protocols; the Bank is not responsible for any costs incurred by you in upgrading your personal computer hardware or software to be able to access your accounts using the Services.

I/We understand that I/we are the only individual(s) authorized to use Internet Banking and that use of the Internet Banking signifies agreement to the terms and conditions set forth in this Online Banking Internet Agreement which will be furnished to me/us.

I/We are owners of the following account(s) numbers to be included in the List of Accounts to be viewed through On-Line Banking (On-Line Banking does not allow access to accounts of which you may be listed as a "signer" and not an "owner".)

THIS AGREEMENT AMENDS THE ORIGINAL PERSONAL ENROLLMENT AGREEMENT. YOUR CONTINUED USE OF THE SERVICES IS YOUR AGREEMENT TO THE AMENDMENTS.

**Member FDIC**