

# Consumer Internet Banking Access Agreement and Disclosures

First National Bank of Muscatine | Effective: February 15, 2019

## Table of Contents

Introduction .....	1
Internet Banking .....	2
Electronic Statements – Deposit Accounts .....	4
Bill Payment .....	5
People Pay Payment Service .....	6
Mobile Check Deposit .....	8
E-Sign Act .....	10
Electronic Funds Transfer Act .....	11
Truth In Savings .....	14
Internet Banking Fees .....	14
Miscellaneous .....	14

## Introduction

This Agreement, which includes the related Disclosures and Fee Schedule, establishes the rules which cover your electronic access to your accounts at First National Bank of Muscatine through the Internet Banking Service ("Internet Banking"). By using Internet Banking, you accept all the terms and conditions of this Agreement and any amendments that may be made from time to time; and you acknowledge your receipt and understanding of this Agreement. Please read it carefully, and print a copy and/or retain this Agreement electronically for your records.

The terms, conditions and disclosures for each of your deposit and loan accounts, and any other agreements you may have with us, will continue to govern those accounts unless otherwise amended by this Agreement.

This Agreement is also subject to applicable federal laws and the law of the State of Iowa (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and our successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Disclosures and Fee Schedule, constitutes the entire agreement between you and us with respect to Internet Banking.

**Definitions:** As used in this Agreement, the words "we", "our", "us" and "Bank" mean First National Bank of Muscatine. "You" and "your" refer to the accountholder authorized by BANK to use Internet Banking under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through Internet Banking. "Account" or "accounts" means your checking, savings, certificates of deposit and loan accounts at Bank, not including your Bank VISA credit card. "Electronic funds transfers" include ATM withdrawals, preauthorized transactions, point of sale transactions, and transfers to and from your Bank accounts using Internet Banking Service. "Internet Banking" or "Internet Banking Service" means the services provided pursuant to this Agreement. "Business days" means Monday through Friday, Federal Holidays are not included. "Business Hours" are 8:00 a.m. to 5:00 p.m. Central Time on business days.

**Hours of Access:** You can use Internet Banking seven days a week, twenty-four hours a day, although some or all Internet Banking services may not be available occasionally due to emergency or scheduled Internet Banking maintenance. We will post notice of any extended periods of non-availability on the Bank's website.

**Security:** You understand the importance of your role in preventing misuse of your accounts through Internet Banking and you agree to promptly examine your 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, social security number, and Internet Banking login information. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your User ID and password are intended to provide security against unauthorized entry and access to your accounts, including any Internet Banking Services in which you have enrolled. Data transferred via Internet Banking is encrypted in an effort to provide transmission security and Internet Banking 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 ensure that Internet Banking is secure, you acknowledge that the Internet is inherently insecure 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 Internet Banking, or e-mail transmitted to and from us, will not be monitored or read by others. We also cannot and do not warrant that downloads from this site will not contain a virus or other destructive device. Therefore, we have no liability to you for any loss, claim or damages arising from or in any way related to our response(s) to any email or other electronic communication that we in good faith believe that you have submitted to us. We reserve the right to require authentication of telephone calls, emails or other electronic communications to verify the authenticity of the communication. If we cannot authenticate a communication to our satisfaction we may not act upon that communication.

If you name an Authorized Caller, this person will have the authority to call the bank and reset your password, and will also have full access to your Internet Banking Account(s) which may include funds transfers. This authority will also be in effect for all new accounts added to the Internet Banking System. To add or remove an Authorized Caller, you must contact the bank's Operational Services Department at 563-262-4220 during normal business hours.

## **Internet Banking**

**Access:** To use Internet Banking, you must have at least one account with us, access to Internet service, a valid e-mail address and valid phone number. We undertake no obligation to monitor transactions through our Internet Banking to determine that they are made on behalf of the accountholder.

You may register a mobile device through a browser or downloadable app for Mobile Banking. You may register your mobile device for Text Banking through the Manage Mobile Banking Settings link found on your Internet Banking Accounts Overview page.

### ***Text Message (SMS) Terms of Use:***

- Your wireless carrier's standard messaging rates apply to SMS correspondence. First National Bank of Muscatine does not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your Wireless Carrier.
- You represent that you are the owner, or authorized user of the wireless device you use to receive the service, and that you are authorized to approve the applicable charges.
- We will send you a message only once, and only with your explicit agreement as indicated by your continuation of the process flow.
- We will not be liable for any delays or failures in your receipt of any SMS messages as delivery is subject to effective transmission from your network operator and processing by your mobile device. SMS message services are provided on an AS IS, AS AVAILABLE basis.

- Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name, and the date, time, and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop, and improve the service. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the service to transmit your text message or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete, and true information.
- The service as well as the content and materials received through the service are proprietary to us and our licensors, and is for your personal, non-commercial use only. You shall not damage, impair, interfere with, or disrupt the service or its functionality.
- The service is available only in the United States.
- We reserve the right to alter charges and/or these terms and conditions from time to time. We may suspend or terminate the service to you if we believe you are in breach of our terms and conditions. Your service is also subject to termination in the event your wireless service terminates or lapses. We may discontinue the service at any time.
- If you have any questions, e-mail: [firstnet@fnbmusc.com](mailto:firstnet@fnbmusc.com). You can also text the word: HELP to 32858 to get additional information about the service. If you receive a message from us unexpectedly, you can text the word STOP to 32858. We do not charge for help or informational messages; however, your normal carrier rates apply.

**Online Enrollment:** If you are an established customer, you may self-enroll by entering your account number and your last statement balance, if known, or you may use your debit card information. If you are a new customer and have not received your initial statement, you will need your account number and you will use \$0.00 as your last statement balance to self-enroll online. For a new customer this enrollment can be completed the evening of the business day after the account is opened. When you have successfully completed the online enrollment, you will be able to begin using Internet Banking immediately. If one or more pieces of information you input in the enrollment form do not match our records, your enrollment request will be forwarded to us to verify manually, and we may email you to contact us so we can verify the enrollment. Once the verification is complete, you will receive notification from us that you may begin using Internet Banking and instructions on how to begin.

**Your User ID and Password:** You determine what your User ID and password will be when you self-enroll for Internet Banking, and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your User ID and password. You accept responsibility for the confidentiality and security of your User ID and password, and agree to change your password regularly. If you forget your password, click on the "Forgotten Password" button and follow the prompts to establish a new password. You are allowed three (3) unsuccessful attempts to login, and your User ID and password will be locked out upon the third unsuccessful attempt. If your User ID and password are locked out, you must contact the Bank at 563-262-4220 or you may also contact our Oakview Branch at 563-262-4218 or Westside Branch at 563-263-2800 to have your password reset. See Miscellaneous section of this Agreement for Bank and Branch hours. We may require additional identifying information from you prior to resetting your password.

For security purposes, you must create a User ID that is between eight (8) and sixteen (16) characters long, and uses at least 2 letters and 2 numbers. Special symbols and punctuation marks cannot be used in your User ID, and it is case sensitive.

For security purposes, you must create a password that eight (8) to sixteen (16) characters long, must include one (1) letter, one (1) number, one special characters (-.~!@#&\_{}|:\$%^\*()=;?/+), one (1) lower-case letter and one (1) upper-case letter. Your password can not include spaces, a character cannot repeat more than two (2) times in a row and cannot have the one of the following special characters (\<>'). Your password should not be

associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down. Your password is case sensitive.

**Security:** Our Internet Banking uses additional security through Device Profiling and step-up authentication using Out-of-Band Authentication and Out-of-Wallet Questions. During login, extensive details about your device and network are gathered and evaluated for consistency with your typical behavior and any indication that fraud may be involved in the login. The result of this evaluation can be used to determine the next step in the login process. Device encompasses computers, tablets, and smartphones you are using to access Consumer Internet Banking from a browser or Mobile Banking from a downloadable app.

Based on the results of the Device Profiling, the system may require additional step-up authentication. Two options are offered for your convenience:

- **Out-of-Band Authentication** allows you to authenticate through the use of a one-time security code. This authentication occurs outside the online channel through either an automated phone call or SMS text message.
- **Out-of-Wallet Questions** allow you to authenticate using a four question, multiple choice quiz that is created from over 50 sources of public record information. You must answer 3 of the 4 questions correctly to continue with login.

**Access to Bank Accounts:** Once you are enrolled for internet banking, you will have access to all Bank Accounts for which you are an owner. As you open new accounts, those new accounts will also be automatically added to your internet banking access. If you do not wish to have online access to one or more of your accounts, you can contact the bank during normal business hours and request that the specific account(s) be removed from internet access. You are also able to hide the visibility of accounts under the customer service tab.

**Consent to Electronic Delivery of Notices:** By completing enrollment in Internet Banking, Bill Payment and/or electronic delivery of periodic statements ("e-Statements"), you agree to be bound by all the terms of this Agreement as it applies to each of the internet banking services in which you have enrolled, and you acknowledge your receipt and understanding of this Agreement. You also consent to receive these Internet Banking disclosures, and any future disclosures, in electronic format by posting on the Bank's website or via Internet Banking. Future disclosures may include but are not limited to: electronic fund transfers disclosures, changes in hardware / software requirements to use Internet Banking, and changes in fees related to electronic banking.

## **Electronic Statements – Deposit Accounts**

You may, at your option, choose to receive your deposit account periodic statements in electronic form ("e-Statements") rather than paper form. Unless you choose the option for electronic statements, you will continue to receive your periodic statements in paper form. If you choose to receive electronic statements, you will also receive other disclosures sent with paper periodic statements in electronic form. These may include, but are not limited to: fee changes for various products and services we offer, changes in interest rates, changes in the terms of your account(s) with us, and/or other changes in your Account Agreements.

**Access and Enrollment:** In order to have access to your e-Statements online, you must have a Bank checking or savings account, be enrolled in Internet Banking, and have a valid email address. Use your user ID and password to access your account, and then click on the "Statements" button and follow the prompts to sign up for e-Statements or change your options.

**E-Mail Address - Notification of Statement Availability:** You must have a valid email address to enroll in our e-Statement delivery service. We will send you an email notification at the last email address we have of record when your online statement is available. Your e-Statements will remain accessible within Internet Banking for eighteen (18) months, beginning with the first statement after you enroll for e-Statements. You agree to accept responsibility for notifying us if your email address changes. If we send you an email notification and it is returned to us as undeliverable, you will not have access to your e-Statement from within Internet Banking. It will be your responsibility to notify us that you are unable to access your e-Statement.

**Request for Paper Copies:** Once you have chosen to receive e-Statements, we will no longer send paper statements to you; however, you do have a right to receive your statements in paper form. If you ever have any question about a transaction on your statement, or you otherwise need a paper copy, you may request copies of any statement by calling us at 563-263-4221 or coming in to our Main Bank or any of our Branches during business hours. You may receive one statement hardcopy per calendar year for no charge; additional copies and research will be charged as stated in your original Account Agreement, as amended from time to time.

**Withdrawal from e-Statements:** Once you have chosen to receive electronic statements, you may withdraw the option at any time at no cost to you, simply by accessing your account online, clicking on the "Statements" button, then "Account Preferences" and de-select electronic statements.

If your e-Statement cancellation request is received within five (5) business days prior to the end of the statement cycle, your current statement will be sent to you in paper form. If your request is not received within the above timeframe, your current statement may be sent to you electronically, and subsequent statements will be sent to you in paper form.

Once you have enrolled in the e-Statement service, if you later choose to withdraw from e-Statements you will lose all access to the e-Statement service, including your online statement history.

**E-Statements Required for Certain Types of Accounts:** Certain types of accounts we offer require that you receive e-Statements to be eligible to hold that account. If you do not consent to or enroll in e-Statements or you terminate your enrollment in e-Statements, you may no longer qualify for that account. Refer to your Account Agreement and Disclosure or contact your account officer during business hours with any questions.

## Bill Payment

You may, at your option, choose to enroll for Bill Payment at the time of enrollment or anytime thereafter and pay your bills online via Internet Banking.

**Access and Enrollment:** In order to use our Bill Payment service, you must be enrolled in Internet Banking and request to be enrolled in Bill Pay. You will need to select a Bank checking account as the initial "Funding Account" from which your payments will be made. This will also be your "Billing Account" from which monthly Bill Payment fees, if applicable, will be debited.

Use your User ID and password to access your account online, click on the Make Payments tab, select Enroll Now on the following page. Select the account to be designated as your initial "Funding Account" and default account, click Enroll. Once the Bill Pay enrollment is successfully processed, you will receive an email notification that your Bill Payment service has been activated. You may then begin setting up your payees immediately for online Bill Payments. If we are unable to immediately complete your Bill Pay request you will receive an informational message on your screen telling you that you will be contacted within 2 business days.

**Scheduling Payments and Payee Information:** To schedule a payment, you must enter the complete payee name, your account number with that payee, the payee's remittance address and phone number (all exactly as shown on the billing statement or invoice), the amount of the payment and the date you want the payment to be initiated. Payments can be sent only to payees with a valid address within the United States. Payments to payees outside of the United States are prohibited.

Recurring payments and payee setup can be completed through Internet Banking and Mobile Banking.

We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly. Bill Payment is provided to you for your convenience. The actual payment of such bills is handled by an independent third party, and the Bank cannot and will not warrant or be held responsible for the completion and accuracy of such transactions.

**Scheduling Internet Banking Bill Payments:** Payment will be made by one of two methods. You may verify which payment method will be used for a particular payee by viewing the "smart calendar" on the Make Payments screen. If the Deliver By date is one week after the Send On date, you understand and agree that a paper check will be mailed to the payee, and the payee may not receive payment until five (5) to eight (8) business days after

the payment is initiated. If the Deliver By date is three (3) days after the Send On date, payment will be sent electronically and you understand and agree that the payee may not receive the payment until 72 hours after the payment is initiated. After payment is initiated, the method of payment will also show on the Payment Confirmation screen. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the Bill Payment payee to properly post a payment to your account.

If the date you want the payment to be initiated is not a business day, the payment will be initiated the next business day before 8:00 p.m. Central Time. Your Bill Payment account will generally be debited on the business day the payment was initiated.

**How to Cancel a Bill Payment:** To cancel a bill payment that you have scheduled through Internet Banking, you must cancel the payment online via Internet Banking (by following the onscreen instructions) before 8:00 p.m. (Central Time) on the date the payment is scheduled to be initiated. If you want to cancel a payment after the cut-off time, you may contact the Bank during normal business hours for assistance, and we will make our best attempt to stop the payment.

To stop a bill payment check already in process, call the bank during normal business hours at 563-262-4220. You may be charged a Stop Payment Fee as described in your Account Agreement, as may be updated from time to time.

**Withdrawal from Bill Payment:** To cancel your Bill Payment access, you may write to us at First National Bank of Muscatine, Attention: Operational Services, 300 East Second Street, Muscatine, IA 52761 and request that we remove your account from Bill Payment access. Or, call us at 563-262-4220 during normal business hours (we may ask for you to put your request in writing). Your access to Bill Payment will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to your cancellation.

## People Pay Payment Service

You understand that by selecting the People Pay service through our Internet Banking and accepting these terms and conditions, you authorize us to post transactions generated by People Pay through your Bank account ("Designated Account") to another account at a U.S. financial institution or PayPal® for payment to another individual. You understand and agree that we use a variety of banking channels and facilities to make payments, but will ordinarily use an Automated Clearing House (ACH) Network for People Pay transactions. All payments to another person made through People Pay are subject to all terms and conditions within this Agreement and all other agreements connected with your accounts.

In addition, you understand that you may receive funds through the People Pay service from a payment generated by another individual. You hereby acknowledge that the receipt of money from another person is subject to the terms and conditions of other account agreements between you and the Bank.

You understand and agree that when you initiate a payment from your First National Bank of Muscatine checking account using People Pay, the processing of the payment will begin and the debit from your account may occur immediately. Receipt of the funds by the recipient will be dependent on the acceptance of the payment by the recipient and whether information requested from the recipient has been provided.

You understand and agree that First National Bank of Muscatine is relying upon the information you provide when originating a payment on your behalf. Any errors, including incorrect or inconsistent recipient names, email addresses, mobile phone numbers or account numbers are your responsibility. You understand and agree that First National Bank of Muscatine has no responsibility to investigate discrepancies between names, email addresses, mobile phone numbers or account numbers. You further understand that financial institutions holding recipient accounts are not responsible for investigating discrepancies between names and numbers.

**Cut-Off Times:** Depending on the type of payment method selected, payments conducted through People Pay may be completed in real time (i.e. instantaneously) or there may be a slight delay in the debiting and/or

crediting of a particular account. You understand and acknowledge that there may be a delay in the debiting or receipt of funds through People Pay.

**People Pay Limitations:** There are transaction limits for payments to another person through the People Pay service. The limits are determined by your selected payment method, as described in the following table:

Method of Payment	Transaction Limit	Aggregate Limit Per Day
Send to Bank Account	\$250.00 per transaction	\$1,000.00 per day
Send to Email or Mobile Number hereinafter referred to as "Recipient Chooses"	\$250.00 per transaction	\$1,000.00 per day
PayPal®	\$250.00 per transaction	\$1,000.00 per day
Mail as Direct Check	\$250.00 per transaction	\$1,000.00 per day
Send eGift card	\$250.00 per transaction	\$1,000.00 per day

**Scheduling Payments:** Payments sent to an email address or mobile phone number require that the recipient claim the funds within 10 calendar days. The recipient is directed to the People Pay site in order to claim their funds and may choose how to receive the funds. They can either have the payment sent to their PayPal account, bank account, or have a check mailed to them.

Payments sent to a PayPal account require that the recipient login to their PayPal account to claim the funds.

Payments sent to a bank account require knowledge of the recipient's bank routing number and account number.

Payments sent as Direct Check require knowledge of the recipient's mailing address.

Payments sent as eGift cards require that the recipient claim the card.

**eCard Terms and Conditions:** Each eGift Card purchase is final, and neither People Pay nor its providers have any responsibility or liability for any eGift Card following issuance of such eGift Card to the recipient. People Pay may cancel and refund the amount of any eGift Card to you at any time prior to issuance, but no refunds by People Pay or returns to People Pay by you or the recipient are permitted. eGift Cards are subject to the Issuer's Gift Card Terms & Conditions. Any issues, claims, or complaints regarding eGift Cards must be resolved with the Issuer, and you waive and release People Pay and its providers from and against any and all claims, loss, or damage arising from any use of or inability to use any eGift Card.

When you confirm this eGift Card purchase, an email/text message will be sent to your designated recipient at the email address/mobile number you specified. This notification will inform the recipient that you have purchased an eGift Card for him/her from the Issuer you selected. The recipient will be directed to a link to redeem the eGift Card and receive a code that he/she may use to make purchases. Some eGift Card codes may be used to make purchases at physical retail locations of the Issuer, while others may be used for online purchases only. This is subject to the Issuer's terms and conditions. You may not cancel a purchase after you have clicked "Confirm" even though the recipient has not redeemed the eGift Card.

**Cancellation of Payment:** A payment request that has been initiated through PayPal® or Recipient Chooses may not be cancelled unless the recipient has not yet claimed the payment. A payment request that has been initiated using Send to Bank Account may not be cancelled. A payment request that has been initiated using Direct Check may be cancelled if the check has not yet cleared. Inquiries on cancelations must be directed to Operational Services at 563-262-4220.

**Expired Payments:** Payments conducted through PayPal® will not expire, as they happen in real time and will either succeed or fail immediately. If the recipient does not wish to open a PayPal® account, you will have to allow the PayPal® payment to expire (after 30 days) before the debited amount is returned to your account. Payments conducted through Recipient Chooses or eGift cards will expire in 10 calendar days.

**Rejections of Payments:** Payments to another person may not be completed for various reasons, in our sole discretion. For example, if information provided for the recipient is inaccurate or if identity verification is not completed, the payment may be placed on hold or the amount of the payment may be returned to your account. Similarly, if you have insufficient funds in your accounts or the payment is otherwise prohibited by the terms of this Agreement, the payment may not be completed. An email alert will be sent notifying you of the error.

**Insufficient Funds:** You will reimburse First National Bank in Muscatine immediately upon demand for any transaction amount delivered for which your account does not contain sufficient funds. In addition, you will reimburse us for any fees or costs we incur in attempting to collect any amounts from you. We are authorized to report the return of a transaction to any credit reporting agency.

**Third-Party Fees:** You understand and acknowledge that the use of third-party services (for example, PayPal®) may result in a payment fee being applied by the third-party vendor to any transferred funds. Such fees are governed by any agreements and disclosures provided by the applicable third-party vendor. First National Bank of Muscatine is not liable or responsible for any such transaction fee.

**Proprietary Rights:** You acknowledge and agree that First National Bank of Muscatine and parties with whom it has contracted own all rights in and to the People Pay service. As such, you understand that you are only allowed to use People Pay in the manner designated by this Agreement.

**Termination:** Access to the People Pay service may be suspended or terminated at the discretion of First National Bank of Muscatine at any time. Cancellation of the People Pay service is not required as it is a service provided through the First National Bank of Muscatine's First Net online banking connection. However, should you cancel your Online Banking through First National Bank of Muscatine; you will also disconnect any ability to continue making payments through the People Pay service.

**Rules and Regulations:** This product is governed in addition to this Agreement by all rules and regulations associated with your checking account, including but not limited to this Agreement, the Electronic Funds Transfer Act and eSign Act.

## Mobile Check Deposit

Mobile Check Deposit service is designed to allow you to make deposits to your personal checking, savings or money market savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to Bank or Bank's designated processor using your mobile device.

**Eligible Accounts:** Only personal checking, savings and money market accounts may deposit using Mobile Check Deposit. Accounts with an original opening deposit of \$1,000.00 or more have immediate access. Other accounts have access after 60 days from opening.

**Eligible Items:** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg CC"). When the image of the check transmitted to Bank is converted to an Image Replacement Document (also known as a "Substitute Check") for subsequent presentment and collection, it will be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not scan and deposit any of the following types of checks or other items which will be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg CC.
- Checks not payable in United States currency.

- Checks dated more than 6 months prior to the date of deposit.
- Checks payable on sight or payable through drafts, as defined in Reg CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Mobile Check Deposit or through a remote deposit capture service offered at any other financial institution.

**Returned Deposits:** Any credit to your account for checks deposited using Mobile Check Deposit is provisional. If original checks deposited through Mobile Check Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent of collecting bank, for any reason, including but not limited to issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage, or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

**Endorsements and Procedures:** All checks must be endorsed with your signature. You agree to restrictively endorse any item transmitted through Mobile Check Deposit as “For mobile deposit only”, or as otherwise instructed by Bank. You agree to follow any and all other procedures and instructions for use of Mobile Check Deposit as Bank may establish from time to time.

**Receipt of Items:** We reserve the right to reject any item transmitted through Mobile Check Deposit, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from FNB that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**Cut-Off Time:** Deposits received prior to 4:00 p.m. Central Time on a business day that Bank is open will be credited to your account on the same business day. Deposits received after 4:00 p.m. or any non-business day will be credited on the next business day.

**Funds Availability:** Funds will be available as described in our Funds Availability Disclosure.

**Disposal of Transmitted Items:** Upon your receipt of a confirmation from Bank that we have received an image that you have transmitted, you agree to retain the check for at least 60 calendar days from the date of the image transmission. After 60 days, you agree to destroy the check that you transmitted as an image, mark it “VOID”, or otherwise render it incapable of further transmission, deposit or presentment. During the time the retained check is available, you agree to promptly provide it to Bank upon request. You are responsible if an original check is misused following submission by check image.

**Deposit Limitations:** All deposits are subject to later verification by us. We may return or refuse to accept all or any part of a deposit to your Account using Mobile Check Deposit at any time and will not be liable for doing so even if such action causes checks or other debits to your Account to be dishonored and returned. The current individual item dollar limit is \$5,000.01 and the current daily dollar aggregate item limit is \$5,000.01. The current multi day (5 consecutive business days) limit is \$10,000.01.

We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

**Presentment:** The manner in which the items are cleared, presented for payment and collected shall be in Bank's sole discretion.

**Error in Transmission:** By using Mobile Check Deposit you accept the risk that an item may be intercepted or misdirected during transmission. Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**Image Quality:** The image of an item transmitted to Bank using Mobile Check Deposit must be legible, as determined in the sole discretion of Bank. Without limiting the foregoing, the image quality of the item must comply with the requirements established from time to time by Bank, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

**Use Warranties and Indemnification:** You warrant to FNB that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless Bank from any loss for breach of this warranty provision. Any breach of the above warranties may result in cancellation of Mobile Check Deposit for your specific profile in Bank's mobile application, closure of your accounts, or termination of the customer relationship.

## E-Sign Act

**Minimum System Requirements for Internet Banking Service:** To use our Internet Banking Service, you must have a computer that meets the following minimum requirements: 133 MHz processor, 64 Mg of memory, 56k modem, and 800x600 screen resolution. The product may run on less than these minimums, but your response may be slower.

**You must also have the following software capabilities:** A web browser with 128 bit Encryption, the latest commercially acceptable version of your web browser is recommended, and your browser must be set to accept permanent cookies. Internet Banking will not permit your browser to auto-complete your User ID or Password. If you use Microsoft Internet Explorer, no special configuration options are required. If you use Netscape Navigator, you should verify the following Netscape settings: (1) On the Netscape Navigator toolbar, select EDIT / PREFERENCES / ADVANCED and ensure that the box labeled 'Enable JavaScript for Navigator' is checked. (2) On the Netscape Navigator toolbar, select VIEW / SET LANGUAGE REGION and ensure the language option is set to English (US). You must also have Adobe Acrobat Reader to access and view your e-Statements and other documentation such as updated disclosures or marketing materials. If you do not have Acrobat Reader on your computer, you will be directed to the Adobe download site to download this free software.

To use Mobile Check Deposit, you must meet the following criteria: You must have a smart phone with an enabled camera and service plan that includes data and Internet access. Third party fees may apply for data and Internet access. Contact your smart phone device carrier for additional information.

- You must have the FNB Mobile Application installed on your smart phone device. The FNB Mobile Application can be downloaded from your device's application store. The Operating System version must be compatible with the latest version of the application as determined by your device's application store.
- You must be enrolled in the Mobile Banking Service.

If there is a change in the hardware or software requirements associated with Internet Banking Service, we will notify you and provide an explanation of those updated requirements. It is your sole responsibility to ensure your personal computer and related equipment and software are compatible with and capable of operating in a

manner that permits you to utilize the Internet Banking Service. If you cannot meet the requirements for any reason, you have the right to withdraw your enrollment from Internet Banking at no cost to you.

## Electronic Funds Transfers Act

You can use Internet Banking Service to:

- Check the balance of your accounts with us
- View copies of checks and deposit slips
- View your Bank account histories
- Transfer funds between your accounts with us (you may need to contact the bank to establish the transfer relationship between accounts)
- Make payments to your Bank loan from your Bank account
- Make PRA payments
- Make stop payment requests
- Change your email address
- Change your mailing address
- View your checking and/or savings account periodic statements (if you have enrolled in e-Statements)
- Pay bills from your Bill Payment account you have designated (if you have enrolled in the Bill Payment Service)
- People Pay
- Mobile Check Deposit

Some of these services may not be available on all devices.

Generally, balance and activity information are available as of 3:00 p.m. (Central Time) of the previous business day. However, certain items such as teller transactions and online transfers may be viewed online the same business day.

**Posting of Bill Payments:** Generally, Bill Payments initiated through Internet Banking on a business day are posted to your account the same day. If the day on which a payment is initiated is not a business day or the payment is initiated after 8:00 p.m. Central Time on a business day, the payment will be initiated on the next business day. Internet Banking identifies payments based upon the User ID of the user who initiated the electronic transfer or Bill Payment. Accordingly, you understand and acknowledge that the screens in both the Transfer and Bill Payment menu options of Internet Banking will not reflect transfer and/or payment information of multiple users from the same account if different User IDs are used. You agree to communicate with any other person(s) with authorized access to your accounts concerning any transfers or Bill Payments from your accounts.

**Posting of Transfers:** Generally, transfers initiated through Internet Banking on a business day are posted to your account the same day. Transfers completed after 8:00 p.m. Central Time on a business day, may be posted on the next business day. Transfers initiated on a non-business day will be posted on the next business day. Internet Banking identifies transfers based upon the User ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the Reports screens in the Bill Payment menu option of Internet Banking may not reflect payment information of multiple users from the same account if different User IDs are used. You agree to communicate with any other persons with authorized access to your accounts concerning any bill payments from your accounts in order to avoid overdrafts.

**Overdrafts (Order of Payments, Transfers, and other Withdrawals):** If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- In the event one or more electronic fund transfers or Bill Payments initiated through Internet Banking result in an overdraft of your account, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account. The transfer(s) or payment(s) resulting in an overdraft will be paid or declined and returned to you at the Bank's discretion.

Please keep in mind that overdrafts can be created by check, in-person withdrawal, ATM withdrawal, electronic Bill Payment, or other electronic means.

**Limits on Amounts and Frequency of Internet Banking Transactions:** The number of transfers from Bank accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. 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.

**Stop Payment Requests for Other Pre-Authorized Payments:** Right to stop payment and procedure for doing so: If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call us or write us at the telephone number or address in this Agreement in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call we may also require you to put your request in writing and get it to us within 14 days after you call.

**Liability for Failure to Stop Payment of Preauthorized Transfer:** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Notice of Varying Amounts:** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

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

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us written permission

**Documentation and Periodic Statements:** You will not receive a separate Internet Banking statement. Transfers to and from your accounts using Internet Banking will appear on the respective periodic statements for your Bank accounts. Current information regarding transfers is available under your account on Internet Banking Services.

**Change in Terms:** We may change any term of this Agreement at any time. If the change would result in increased fees for any Internet Banking service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we will give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the Bank's website or forward it to you by e-mail, postal mail or via Internet Banking. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject Internet Banking Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

**Our Liability for Failure to Make a Transfer:** 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 when you have properly instructed us to do so, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- 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 have an overdraft line and the transfer would go over the credit limit.

- If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- If any electronic terminal, mobile device, or any part of the Internet Banking electronic fund transfer system is not working properly and you knew about the problem when you started the transfer.
- If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
- If you have not properly followed the on-screen instructions for using Internet Banking.
- If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

**Your Liability for Unauthorized Transfers:** TELL US AT ONCE if you believe your User ID and/or password has been lost or stolen, used without your authorization or otherwise compromised, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you tell us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your User ID and password, you can lose no more than \$50 if someone used your User ID and password without your permission.

If you do NOT tell us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your User ID and password, and we can prove we could have stopped someone from using your User ID and password to access your accounts 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, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the paper statement was mailed to you or your e-Statement was made available 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 hospital stay) kept you from contacting us, we will extend the time periods.

**Illegal Transactions:** You agree that you will not use any Internet Banking service, or any other access device, for any illegal or unlawful transaction. We may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness; however, we may collect on any debt arising out of any illegal or unlawful transaction.

**In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments:** In case of Errors or Questions About Your Electronic Transfers, call, write, or e-mail us as soon as you can at the telephone number, address or e-mail address listed in this Agreement, 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 60 days after we sent the FIRST statement on which the problem or error appeared.

- 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 10 business days. We will determine whether an error occurred within 10 business days (5 business days for CheckCard point-of-sale transactions and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for CheckCard point-of-sale transactions and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days

after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## Truth In Savings

Fees and Charges: You agree to pay the fees and charges for your use of Internet Banking services as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from the Bank checking account designated as the Bill Payment Account when you enrolled in Bill Payment. If you close your Bill Payment Account, you must contact us immediately to designate another account as your Bill Payment Account. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Internet Banking.

## Internet Banking Fees

Internet Banking .....	Free Access
e-Statements.....	Free Access
Bill Payment .....	Free Access for eNow Accounts \$5.00* per month for Simple Checking and Interest Checking Accounts with first two months free
People Pay .....	Free Access
Mobile Check Deposit .....	Free Access**

\* Iowa sales tax and local option tax assessed.

\*\* However, your mobile carrier may charge other messaging or access fees. Contact your mobile device carrier for additional information.

## Overdraft Fees

Paid Items .....	\$27.00 per item, overdraft items (paid) whether created by check, in-person withdrawal, ATM withdrawal, or other electronic means
Returned .....	\$30.00 per item / maximum of 8 Overdrafts and Return items paid per day
Other Account and Service Fees.....	Described in your original Account Agreement, as updated from time to time

We charge for preauthorized withdrawals from any type of account, based on the normal debit charges for that account. Except as indicated elsewhere or as indicated in individual account agreements, we do not charge for electronic fund transfers.

## Miscellaneous

**Your Contact Information:** If your email address or any other contact information (e.g. your name, physical address, phone number, etc.) changes, please notify us immediately either by phoning us at 563-262-4220 or stopping in at our Main Bank or any of our branches during business hours. You may also send us a secure message through your online banking.

**Your Contact Information - Undeliverable E-Mail Address:** If an email message that we attempt to send to you is returned to us as undeliverable, we will make a reasonable effort to contact you to obtain an updated email address, or otherwise resolve the issue. If we are unable to contact you or if the issue is not resolved within a reasonable period of time, we may, at our discretion, suspend your Internet Banking access, and you will be required to contact us to reactivate access.

Please verify that your email address is correct by logging into Internet Banking, click on the Customer Service tab, and click on Change e-Mail Address under Account Maintenance. If the Current e-Mail shown on the screen

is not correct, please enter the correct information in the New e-Mail and the Confirm New e-Mail boxes and click to Submit.

If you have questions, or if we can be of any assistance, please call our Operational Services Department at 563-262-4220 during normal business hours.

**Disclaimer of Warranty and Limitation of Liability:** You agree your use of the services and all information and content (including that of third parties) is at your risk and is provided on an “as is” and “as available” basis. We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Internet Banking Services provided to you under this Agreement. We do not and cannot warrant that Internet Banking Services will operate without errors, or that any or all Internet Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Internet Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Bank and its affiliates exceed the amounts paid by you for the services provided to you through Internet Banking Services. Various brand and product names are trademarks or registered trademarks of their respective owners. Features and services availability are subject to change without notice.

**Enforceability:** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**Ownership & License:** You agree that Bank retains all ownership and proprietary rights in the Services, associated content, technology and website(s). Your use of Internet Banking Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use Internet Banking Services. Without limiting the restriction of the foregoing, you may not use Internet Banking Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Bank’s business interest, or (iii) to Bank’s actual or potential economic disadvantage in any aspect. You may use Internet Banking Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide Internet Banking Services.

**Cooperation with Investigations:** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of the items deposited through Internet Banking Service in your possession and your records relating to such items and transmissions.

**Your Right to Terminate:** You may cancel your Internet Banking Service at any time by contacting the bank during normal business hours; we may also require that you submit your request in writing. Your access to Internet Banking will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

If one or more of your accounts require any Internet Banking Service and you terminate that Internet Banking Service, your eligibility to own that account may be affected and the Bank may change the account type to one for which you are eligible. Refer to your Account Agreement and Disclosure for the account, or contact your account officer during normal business hours with any questions.

**Our Right to Terminate:** You agree that we can terminate or limit your access to Internet Banking Services for any of the following reasons:

- Without prior notice, if you have insufficient funds in any one of your Bank accounts. Internet Banking Service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- For Bill Payment Users: If you do not contact us to designate a new Bill Pay Checking Account immediately after you close the checking account you have designated as the account to be debited for Bill Payment services.
- Upon reasonable notice, for any other reason in our sole discretion.
- If you do not log in to Internet Banking for a period of more than six (6) months, we may remove your access to Internet Banking. If you wish to have your access re-instated, you will need to complete the enrollment process again.

**Communications between Bank and You:** Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

**Contact Us:** You can contact us with any questions or concerns you have about Internet Banking by:

E-mail: [firstnet@fnbmusc.com](mailto:firstnet@fnbmusc.com)

(Please note that banking transactions through Internet Banking are not made via e-mail. Also please note that email is not necessarily secure; therefore you should not include confidential information such as your account number in email communications.)

- **Contact Person:** Linda Daly, Manager, Operational Services, 563-262-4220
- **Telephone:** 563-263-4221
- **Fax:** 563-262-4224
- **Postal Mail:** First National Bank of Muscatine, 300 East Second Street, Muscatine, Iowa 52761

**Locations and Hours:**

Location	Lobby Hours	Drive-up Hours
<b>Main Bank</b> 300 East Second Street Muscatine, Iowa 52761	Monday - Friday: 9:00 a.m. to 5:00 p.m.	N/A
<b>Drive-In</b> Directly Behind Main Bank	Monday - Thursday: 9:00 a.m. to 4:00 p.m. Friday: 9:00 a.m. to 5:30 p.m. Saturday: 9:00 a.m. to noon	Monday - Friday: 7:00 a.m. to 5:30 p.m. Saturday: 8:00 a.m. to noon
<b>Oakview</b> 3107 Highway 61 North Muscatine, Iowa 52761	Monday - Thursday: 9:00 am to 5:00 pm Friday: 9:00 am to 5:30 pm Saturday: 9:00 am to 1:00 pm	Monday - Friday: 7:00 a.m. to 6:00 p.m. Saturday: 8:00 a.m. to 1:00 p.m. Sunday: 10:00 a.m. to 1:00 p.m.
<b>Westside</b> 2017 Cedar Plaza Drive Muscatine, Iowa 52761	Monday - Thursday: 9:00 a.m. to 5:00 p.m. Friday: 9:00 a.m. to 5:30 p.m. Saturday: 9:00 a.m. to 1:00 p.m.	Monday - Friday: 7:00 a.m. to 6:00 p.m. Saturday: 8:00 a.m. to 1:00 p.m.