

## Online Banking Agreement and Consent Disclosure

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Effective date: March 10, 2006

Revised: January 2, 2013

**Earlham Savings Bank Internet Banking Department**  
515-223-4753 or toll free 1-888-432-2652  
7300 Lake Drive  
West Des Moines, Iowa 50266

[onlinehelp@earlhambank.com](mailto:onlinehelp@earlhambank.com)

**PLEASE READ THE ENTIRE AGREEMENT BEFORE INITIATING ANY ONLINE BANKING TRANSACTIONS. IT INCLUDES INFORMATION REGARDING BILL PAY, MOBILE BANKING, AND THE OPTION OF RECEIVING ELECTRONIC STATEMENTS, NOTICES AND THE CORRESPONDING COMPLIANCE LANGUAGE REQUIRED FOR THESE SERVICES.**

**YOUR AFFIRMATIVE RESPONSE IS REQUIRED TO ENROLL IN ONLINE BANKING BEFORE INITIATING ANY ONLINE BANKING, BILL PAY, OR MOBILE BANKING TRANSACTIONS. HOWEVER, IT DOES NOT ENROLL YOU FOR ELECTRONIC STATEMENTS, NOTICES, BILL PAY, OR MOBILE BANKING. SIGNING UP FOR ELECTRONIC STATEMENTS, NOTICES, BILL PAY, OR MOBILE BANKING IS OPTIONAL AND MAY BE DONE WITHIN ONLINE BANKING.**

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### **Electronic Banking Disclosure Consent**

By your affirmative consent, you are authorizing the Earlham Savings Bank to provide in electronic format online banking, bill payment disclosures (if separately enrolled), mobile banking disclosures (if separately enrolled) and notices/alerts (if separately enrolled).

These disclosures include the Online Banking Enrollment form, the Online Banking Agreement and Consent form, our Bill Pay Consumer Terms and Conditions, Mobile Banking Service Agreement, and enrollment forms, notices, and any changes, modifications and/or enhancement to our electronic banking programs. You will have the opportunity to separately enroll for bill pay, mobile banking, electronic notices and electronic statements.

You may withdraw your request to have disclosures sent to you in electronic form at any time by giving us 10 days advance notice in writing. That notice must be sent by first-class mail to us at Earlham Savings Bank, Internet Department, 7300 Lake Drive, West Des Moines, Iowa 50266. You may request a paper copy of any of the documents described above by calling our internet department at 515-223-4753 or by writing to the address listed above. The fee for providing paper copies will be \$5.00.

In order to provide electronic disclosures, a current e-mail address is required. It is your responsibility to provide us with the correct contact information, including your e-mail address. If you change your e-mail address, you must notify us of your new address 24 hours in advance by 1) mail to Earlham Savings Bank, 7300 Lake Drive, West Des Moines, Iowa 50266, 2) calling our internet department at 515-223-4753, or, 3) within online banking under the "user options" link. Do not send confidential information to us through e-mail.

### **Description of Online Banking Services**

EBANK's consumer and business customers enjoy the benefit of using our online banking services with no monthly or annual fees.

a) Account Information

You can specifically obtain the following information:

- ◆ Certain account history for the current and previous statement cycles. You may also export this information directly to your computer through such formats as Quicken (versions 2004 or earlier), Microsoft Money or Excel.
- ◆ Interest information on your interest-bearing deposit accounts and loan accounts.
- ◆ Account-related information such as the current balance on accounts, loan payment amounts, payment due dates and certificates of deposit maturity dates.
- ◆ At least 12 months of archived statements
- ◆ Electronic statements/notices (optional)
- ◆ eAlerts (optional)

b) Funds Transfers

You may conduct the following transfers between your EBANK accounts:

- ◆ Transfer funds from checking to checking
- ◆ Transfer funds from checking to savings
- ◆ Transfer funds from savings to checking
- ◆ Transfer funds from savings to savings
- ◆ Make loan payments from checking or savings

You may make arrangements for one time, on demand transfers or loan payments, or make scheduled transfers to occur in the future or on a recurring basis. Although you can enter transaction information through our online banking service twenty-four (24) hours a day, seven (7) days a week, payments can be initiated only on business days. Funds will be deducted from your Account on the business day on which the transaction is to be "initiated". This is the "transaction date". If you direct the initiation of a transaction to occur on a day other than a business day, it will be initiated on the following business day.

You will be provided a confirmation number with each transfer. Please write down this number when you receive it. It will help resolve any questions you may have concerning your transaction.

### **Mobile Banking**

Mobile Banking is an optional service offered in conjunction with online banking. This service allows you to check account balances, interest, summary, and account history from your mobile phone. You may also schedule one time account transfers and view check and deposit images. Online banking enrollment is required to use mobile banking and your phone must be able to access the internet via a mobile web browser. Most cellular providers should be able to support mobile banking. A provider can be added by EBANK if yours is not on our list of providers.

To enroll, log into Online Banking, click on Mobile Banking under User Settings, then click on "Activate new device".

### **Bill Pay Transactions**

Enrolling in EBANK's online banking does not automatically enroll our customers in EBANK's bill pay program called eTRAN Plus. Bill pay is a separate service and may be established by clicking on the bill pay link within the online banking site. For specific information regarding eTRAN Plus read the Consumer Terms and Conditions document within our bill pay site.

### **Equipment and Software**

To access EBANK's online banking service and to receive electronic disclosures, you must have an active account with an Internet Service Provider (ISP), Internet Explorer (version number 7.0 and above) or Firefox (version 2.0 and above) with 128 bit encryption and an external e-mail address. We may revise hardware and software requirements at anytime after providing you 30 days advance notice and providing you the opportunity to change your method of receiving disclosures without the imposition of any fees. You are responsible for, at your expense, obtaining, installing, maintaining and operating all equipment you use. We do not warrant nor will we be responsible for any errors or failures from the malfunction or failure of your equipment. You agree that Earlham Savings Bank is not responsible for any electronic virus that you may encounter using EBANK's online banking service.

### **Hours of Operation**

You can access EBANK's online banking service through the Earlham Savings Bank website, [www.earlhambank.com](http://www.earlhambank.com), 24-hours a day. However, at certain times, some or all of the service may not be available due to system or internet maintenance.

A transfer between deposit accounts initiated through EBANK's online banking service before 6:00 p.m. Central Time on a business day we are open will be posted to your account on the same business day. Transfers initiated after 6:00 p.m. on a day we are open or on a Saturday, Sunday, or a Federal holiday, will be posted on the next business day. Credits to loan accounts initiated through EBANK's online banking service may take up to two business days to post.

### **Correcting or Canceling Your Transaction**

You cannot cancel your transfer after it has been entered in online banking and the information transmitted to us. However, you can correct information about a transfer before you send us the information or you can use EBANK's online banking service to make an off-setting transaction after it has been entered.

### **Your User Code and Password**

Each individual who has access to EBANK's online banking service, including each individual named on joint accounts, must use a user code and password. User codes and passwords should never be shared. You agree that if this information is shared with others, you are ultimately responsible for any account transactions that occur. To initially access EBANK's online banking service you will use a temporary password which will be assigned by the Bank. User codes and temporary passwords will be emailed to you at the address we have on record within 24 hours, excluding Saturday, Sunday and Federal Holidays, of receipt of your electronic application. The first time you access EBANK's online banking service, you will be required to change your password. Your password must be a minimum of six characters (maximum of 50) which must consist of at least two numeric and two alpha characters (all lower case). For example, your password may be: 123online. You are encouraged to change your password periodically to enhance security or anytime you feel security has been breached.

Business/commercial customers must be authorized signers on all accounts in which business is transacted. By signing up for online banking and representing your organization/business you agree to be responsible for the user code and password associated with the account. You agree that if this information is shared with others, you are ultimately responsible for any account transactions that occur. It is highly recommended that passwords not be shared with other employees or officers representing the organization. You agree that in the event you leave employment or your position, that you will notify the bank immediately so that your password may be removed from the system.

### **Unauthorized Access**

Tell us AT ONCE if you believe your user code or 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 someone used your user code or password without your permission. If you believe your user code or password has been stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your user code or password without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your user code or password, and we can prove we could have stopped someone from using your user code or 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 either mailed to you or made available to you if you are enrolled for eStatements, you may not get back any money you lost after 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 telling us, we will extend the time periods.

If you believe your user code or password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(515) 223-4753 during normal business hours as listed in this agreement, or write: Earlham Savings Bank, 7300 Lake Drive, West Des Moines, Iowa 50266. **WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN USER CODES OR PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.**

We reserve the right to block your access to EBANK's online banking service to maintain or restore security to our web site and systems, if we reasonably believe your password has been or may be obtained, is being used or may be used by an unauthorized person(s).

### **Holds**

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. You agree that you will instruct us to make a transfer only when a sufficient balance is or will be available in the designated account at the time of the transfer. You understand that we will not act on any transfer instruction from you if sufficient funds are not available in the account that you designated.

### **Financial Institution Liability**

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 will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft line.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other exceptions stated in our agreement with you.

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

Your ability to make transfers from your savings accounts and money market account is restricted by Federal Reserve Board Regulation D. For each savings/money market account, you may make up to six transfers or withdrawals by means of preauthorized, automatic, telephonic or computer transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any statement cycle. The following transfers do NOT count towards these limits:

- 1) Transfers from your savings account(s) or money market account(s) to repay any amounts owed to Earlham Savings Bank.
- 2) Transfers made by mail, messenger, ATM or in person

Once a savings account or money market account has violated the Regulation D limits, Earlham Savings Bank will notify you and may convert the account to an account allowing unlimited activities. In addition, if you exceed limits, additional charges may apply. See your account disclosure for further information.

### **Limitation of Liability Relating to Available Online Services**

Except as otherwise provided in this Agreement or otherwise expressly provided by applicable law or regulation, you agree that neither Earlham Savings Bank nor any party that provides Internet access or provides equipment used to access EBANK's online banking services or any agent, independent contractor, or subcontractor of any of the foregoing will be liable for any loss, injury, or damage including without limitation, direct, indirect, incidental, special, consequential, or punitive damages, whether under a contract, tort or any other theory of liability, arising in any way from the installation, use or maintenance of EBANK's online banking services or the Internet access provider used to access the available EBANK's online banking services, or the equipment used to access the available online services including, without limitation any loss, injury or damage relating to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception for access to your communication with us, even if we or the Service Providers are aware of the possibility of such event.

### **Periodic Statements**

You will receive a monthly account statement from us for your checking and money market deposit accounts. You will receive a monthly account statement from us for your savings accounts that have been linked to your checking account or if there are electronic funds transfers from the savings account in a particular month. In any case, you will receive a savings statement

at least quarterly. These printed statements will detail your Internet Banking activities. If you wish to view check images before your statement is mailed, they may be viewed online.

eStatements are available for checking, savings, and certificates of deposits. Enrollment for this service is optional and may be done within online banking. A complete *Agreement to Receive Electronic Statement* disclosure is made available during the enrollment process and must be accepted prior to enrolling for eStatements.

### **Error Resolution**

In case of errors or questions about your electronic transfers telephone us at 515-223-4753, write us at Earlham Savings Bank, 7300 Lake Drive, West Des Moines, Iowa 50266, 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 60 days after we sent the FIRST statement on which the problem or error appeared.

- 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.
- 3) 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 (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 point-of-sale transaction, a foreign initiated transfer or a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days for new accounts) for the amount you think is in error, so that you will have the 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 10 business days, we may not credit your account.

We will tell you the result 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.

Earlham Savings Bank  
7300 Lake Drive  
West Des Moines, IA 50266  
Business days: Monday through Friday  
(Excluding Federal Holidays)  
Phone: (515) 223-4753

### **Termination**

This agreement continues in full force and effect until terminated. You may terminate this Agreement and your use of Earlham Bank *on.line* services at any time by calling our internet department (515) 223-4753 or by sending a written termination notice to Earlham Savings Bank at 7300 Lake Drive, West Des Moines, Iowa 50266. You authorize us to complete fund transfers until we have had a reasonable opportunity to act upon your termination notice.

This Agreement and your use of Earlham Bank *on.line* services will be terminated automatically if your account (s) are closed or access to your account(s) is restricted for any reason. The Agreement and your use of Earlham Bank *on.line* services may be terminated at any time without prior notice due to insufficient funds in one of your accounts. We reserve the right to temporarily suspend Earlham Bank *on.line* services in situations deemed appropriate by us, at 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 user code or password as an indication of attempted security breach. Termination of the services does not affect your obligations under this Agreement with respect to occurrences before termination.

You must use your user code and password at least once during the first 30 days of activation. Thereafter, your user code and password will expire after 180 days of inactivity. If you do not log into your online banking account at least once every 180 days, your account may be deactivated. In the event your account is deactivated due to inactivity, contact our Internet Department at 515-223-4753 and they will discuss the steps required to reinstate your agreement. There may be a \$15.00 fee, plus sales tax, to reactivate online banking.

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

We reserve the right to change the charges, fees or other terms described in this Earlham Bank *on.line* Agreement. When changes are made to any fees, charges, or other material terms, we will electronically update this Earlham Bank *on.line* agreement and either an e-message or a postal mailing will be sent to you at the address shown on our records at least thirty(30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount, or frequency of transactions, or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days before the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgement, to waive, reduce or reverse charges or fees in individual situations.

#### **Security Procedures**

By accessing EBANK's online banking service, you hereby acknowledge that you will be entering a protected web site owned by Earlham Savings 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 upload 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. For additional security information, please see our Security Statement posted on our web site.

#### **Confidentiality**

Please see our Privacy Policy for information concerning confidentiality. Earlham Savings Bank respects our customer's confidentiality and we restrict access to nonpublic personal information about you to those employees who need to know that information to provide procedures or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

The bank will not solicit account information from you through e-mail. Your private information such as account number, social security number, and password and/or user codes will never be solicited by EBANK. If you receive e-mail communication asking for this type of data, you

should not respond to the e-mail. If you are the recipient of this type of e-mail and wish to file a complaint, we suggest contacting the following government sponsored website and follow their recommended procedures: [onguardonline.gov/filecomplaint.html](http://onguardonline.gov/filecomplaint.html). The bank may occasionally send you an informational e-mail regarding updated electronic banking features to enhance your internet banking experience.

By clicking the submit button you are consenting to receiving electronic online banking disclosures, bill pay (if separately enrolled), mobile banking (if separately enrolled), and notices/alerts (if separately enrolled). You are confirming that you have the necessary equipment for accessing, viewing and retaining online disclosures. You are also agreeing to notify us in the event of an e-mail address change or if you no longer wish to receive electronic disclosures. We are relying on your acceptance in making this site available.

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