

## Peoples Savings Bank Retail Online Agreement and Disclosure

The terms and conditions of the deposit agreements and disclosures for each of your accounts with Peoples Savings Bank, as well as your other agreements with Peoples Savings Bank, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. If there is a conflict between the terms of your other agreements with Peoples Savings Bank and this Agreement, then the terms of your pre-existing agreements and disclosures will apply. When you use any of the Retail Online Services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Iowa. 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. Any waiver (or implied) by either party, of any provision of this Agreement will not constitute a waiver of any or all of the other provisions of the Agreement. You may not assign the Agreement. This Agreement is binding upon your heirs and Peoples Savings Bank's successors and assignors. 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 Application, constitutes the entire agreement between you and Peoples Savings Bank with respect to the subject matter of the agreement and there are no understandings or agreements relative to which are not fully covered herein.

**Definitions.** As used in this Agreement, the words, "we", "our", "us", and "Bank" mean Peoples Savings Bank. "You", "your", "Customer" and "Company" refer to the account holder authorized by Peoples Savings Bank to use Retail Online under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through Peoples Savings Bank's Retail Online. "Account" or "accounts" means your accounts at Peoples Savings Bank, "Electronic funds transfers" means ATM withdrawals, pre-authorized transactions, point of sale transactions, transfers to and from your Peoples Savings Bank accounts using Retail Online, and Account to Account (A2A) Transfers. "Online Banking Services" means the services provided pursuant to this Agreement. "Business Day" means Monday through Friday, excluding Federal Holidays.

**Access.** To use Retail Online, you must have at least one account at Peoples Savings Bank, access to Internet service, and a web browser with at least 128-bit encryption. Retail Online can be used to access only the Peoples Savings Bank accounts for which you are an authorized signer or have been given authorization by your Company Administrator. You may request to add or delete any of your Bank accounts from Retail Online by requesting such changes in writing and signed by an authorized signer on each such account and forwarding them to the address listed below by mail. Access to your accounts through Retail Online by signing up for an Access ID and Password by verifying your identity through account number verification and social security number. Signing up for Retail Online will be available once Peoples Savings Bank has received a signed Retail Online application form and verified your account information. For Business Users, an authorized Company representative will designate a Company Administrator in writing, signed by an authorized Company representative, who will have authority to perform all functions on the Retail Online System, and can add additional users and establish their respective authority levels. Peoples Savings Bank will not monitor transactions through Retail Online to determine that they are made on behalf of the account holder or that the User has the authority to initiate the transaction. As a User, you agree that Peoples Savings Bank will not be liable for unauthorized, fraudulent or criminal transactions made using Retail Online.

**Retail Online Services and Hours of Access.** You can use Retail Online to check the balance of your Peoples Savings Bank accounts, view account histories, transfer funds between your Peoples Savings Bank deposit accounts, download account activity, make payments on your Peoples Savings Bank loans from your deposit accounts, and transfer funds to or from accounts you own at other financial institutions.

Balance and activity information are available as the transactions are processed (real-time.) You can use Retail Online seven days a week, twenty-four hours a day, although some or all Retail Online Services may not be available

occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the Peoples Savings Bank's Retail Online web site.

**Access ID's and Passwords.** Each customer requesting access to Retail Online will be able to sign up online through a web address link for enrollments once Peoples Savings Bank has received and approved an online banking application. For Business Users, Peoples Savings Bank will establish one Access ID on the system for the Company to be the "Company Administrator". The Company Administrator has the responsibility and authority to add and control the security and access level of any additional Users the Company may desire to have access to Retail Online. You agree that the Bank will not be held liable for any losses arising from the security or account access granted to any User by the Company, or for any unauthorized, fraudulent or criminal access to the account by any person. You will determine what Access ID and Password you will use on non-business accounts and the identity of your Access ID and Password is not communicated to us. Neither Peoples Savings Bank nor any of its representatives shall ever ask for your Password. You agree that we are authorized to act on instructions received under your Password. You accept responsibility for the confidentiality and security of your Password and agree to change it in accordance with the Retail Online System requirements. Upon three unsuccessful attempts to use your Password, your access to Retail Online will be revoked. To re-establish your authorization to use Retail Online you must reset your password through the "Forgot password?" link to establish a new Password. We recommend that you create a Password that is used only for Retail Online and not associated with any commonly known personal identification. The Password should be memorized rather than written down.

**Security.** You understand the importance of your role in preventing misuse of your accounts through Retail Online and you agree to promptly examine your paper statement or electronic statement for each of your Peoples Savings Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, your personal identification information, Access ID and Password. For business customers, you understand that the Company Administrator controls, and the Company and Company Administrator are solely responsible for, the access and authorities granted on the system to additional users. Your Access ID and Password are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Retail Online is encrypted in an effort to provide transmission security and the Retail Online System utilizes identification technology to verify that the sender and receiver of Retail Online transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the Retail Online system 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 Retail Online or e-mail transmitted to and from us will not be monitored or read by others.

**Fees and Charges.** Peoples Savings Bank makes no direct charges for consumer customers' use of Retail Online. You are responsible for any telephone and Internet service fees you incur in connection with your use of Retail Online.

**Account Balances and Posting of Transfers.** Account balances and account transactions are available on Retail Online as they occur each day. The cutoff for each business day is 4:45 p.m. Central Time Monday through Friday. Although Peoples Savings Bank agrees to use its best efforts to provide account information at these times each business day, Peoples Savings Bank does not guarantee that account information will be available according to this schedule. Transfers initiated through the Retail Online System before 4:45 p.m. Central Time on a business day are posted to your account the same day. Transfers completed after 4:45 p.m. Central time on a business day, or anytime on a Saturday, Sunday or banking holiday will be posted to your account at the end of the next business day. The Retail Online System identifies transfers based upon the Access ID of the user who made the electronic transfer. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill from your accounts in order to avoid overdrafts.

**Limits on Amounts and Frequency of Retail Online Transactions.** The number of transfers from Peoples Savings 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 an uncollected funds 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.

**Payee Limitation.** Peoples Savings Bank reserves the right to refuse to make any payment you have directed. Peoples Savings Bank is obligated to notify you promptly if it decides to refuse to complete your payment instruction. This notification is not required if you attempt to make payments which are prohibited under this Agreement.

**Disclosure of Account Information and Transfers.** Please refer to our privacy policy provided to you at the time of account opening and annually thereafter.

**Right to Documentation.** If you enroll in Electronic Statements (E-Statements), you will have access to an electronic statement. Transfers to and from your accounts using Retail Online will appear on the respective periodic statements for your Peoples Savings Bank accounts. If you do not enroll in E-statements, a paper statement will be mailed to you.

**Change in Terms.** We may change any term of this Agreement at any time. If the change would result in increased fees for any Retail Online service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to 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 Peoples Savings Bank Retail Online Web Site or forward it to you by postal mail. Your continued use of any or all of the Retail Online services indicates your acceptance of 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 individual deposit agreements and disclosures.

**Third Parties.** You acknowledge that we may subcontract a portion of the Retail Online Services to be provided under this Agreement. Subject to any applicable consumer protection law, you agree that we do not control any third party supplying services in connection with Retail Online, and you will hold us harmless for any failures, acts or omissions of any third party. Features and services availability are subject to change without notice.

**Internet Connection.** You understand and agree that use of or connection to the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to your computer systems, networks, and any and all information stored therein. We shall not be responsible for any adverse consequences whatsoever of your connection to or use of the Internet, and shall not be responsible for any use by you of an Internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

**Virus Protection.** We are not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and diskettes using a reliable anti-virus product to detect and remove any viruses found. An undetected or unrepaired virus may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

**Disclaimer of Warranty and Limitation of Liability.** We make no warranty of any kind, or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Retail Online Services provided to you under this Agreement. We do not and cannot warrant that the Retail Online System will operate without errors, or that any or all Retail Online 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 the Retail Online system, 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 Peoples Savings Bank and its affiliates exceed the amounts paid by you for the services provided to you through Retail Online.

**Governing Law.** This Agreement shall be governed by and construed in accordance with all applicable federal laws and regulations and all applicable substantive laws of the State of Iowa. In addition, we are subject to certain federal and state regulations and local clearing house rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

**Miscellaneous Provisions.** If you or your Account becomes involved in any legal proceedings, your use of the Account may be restricted. You agree not to use the Account in any illegal activity. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so.

**Your Right to Terminate** You may cancel your Retail Online service at any time by providing us with written notice by postal mail or fax (641-869-3855). Your access to Retail Online will be suspended within five 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.

**Our Right to Terminate.** You agree that we may terminate or limit your access to Retail Online services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your Peoples Savings Bank accounts. Retail Online service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon reasonable notice, for any other reason in our sole discretion.

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

Telephone: 641-869-3721 or Toll free 877-508-2265

Postal Mail: PO Box 248, Wellsburg, IA 50680-0248

In Person: You may visit us in person at our 414 N Adams St, Wellsburg, IA office or at our Cleves or Dike branches.

E-mail: [acctdept@bankpsb.com](mailto:acctdept@bankpsb.com)

**Consent to Electronic Delivery of Notices.** You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Peoples Savings Bank Retail Online Web Site.

## Peoples Savings Bank Alerts Terms and Conditions

**Alerts.** Your enrollment in Peoples Savings Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Peoples Savings Bank account(s). Alerts are provided within the following categories:

**Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.

**Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.

Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the Manager Alerts menu within Peoples Savings Bank Online Banking and Manage Alerts menu within Peoples Savings Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Peoples Savings Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Peoples Savings Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop Alerts via text message, **text "STOP" to 99588 at anytime.** Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **Peoples Savings Bank** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to **99588**. In case of questions please contact customer service at **877-508-2265**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** **Peoples Savings Bank** provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **Peoples Savings Bank's** control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **Peoples Savings Bank**, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

## Mobile Remote Deposit Services Agreement

**Acceptance of agreement.** By using the service you acknowledge the acceptance of this agreement and are bound by its terms. This document is being delivered electronically; you may print this document for your records by highlighting the text and using your browsers print function. If you would like a printed copy you may request a copy be sent to you by calling Peoples Savings Bank at 641-869-3721.

Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit

information ("images") to us or our processor with your Mobile Device. After you login to Mobile Banking, you may activate Mobile Deposit.

**Limits.** 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.

**Eligible items.** You agree to scan and deposit only checks (*i.e.*, drafts drawn on a credit union, savings and loan or bank and payable on demand.)

You agree that you will not use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (*i.e.*, payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that 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.

**Requirements.** Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and "**MOBILE DEPOSIT ONLY AT PSB**". Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

**Receipt of Deposit.** All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Account Agreement with us and will be subject to all terms of the Account Agreement. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

**Original checks.** After you receive confirmation that we have received an image, you must securely store the original check for 60 calendar days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.*

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

**Returned Deposits.** Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or 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.

**You're Warranties.** You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**Compliance with Law.** You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

**Mobile Deposit Unavailability.** Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches or through our ATMs.

**Funds Availability.** For purposes of funds availability, Mobile Deposits are considered deposited at a branch or ATM of this financial institution. Mobile Deposits confirmed as received before close of business on a business day will be credited to your account within 24 hours of receipt. Deposits confirmed received after close of business, and deposits confirmed received on holidays or days that are not business days will be credited to your account within 24 hours of the following business day. Funds will be available as described in our Funds Availability Disclosure.

**Mobile Deposit Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure

the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

**You're Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Fiserv, retain all rights, title and interests in and to the Services, Software and Development made available to you.

**Accountholder's Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

**DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE 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 DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

**Financial Information.** You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Remote Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

## External Funds Transfer Service Agreement Terms and Conditions

This Agreement ("Agreement") supplements, amends and is part of the Online Banking Services Agreement ("Online Agreement") between you and Peoples Savings Bank (PSB), the "Bank" or "us", which is hereby ratified, affirmed, incorporated and otherwise continues to apply. This Agreement describes your rights and obligations as a user of the External Funds Transfer Service ("Service"). Please read it and make a copy for your records. By clicking "I Agree," accessing and using the Service, you agree to be bound by this Agreement. You and your Authorized Person(s) must abide by the Bank's Rules.

### Definitions:

"ACH Debit" and "ACH Deposit" mean a charge or deposit to your checking account or savings account that we perform using the Automated Clearing House system.

"Agreement" means these Terms and Conditions.

The words "we", "us", "our", "Bank" or "the Bank" refers to PSB. "You" or "your" refers to the user of this service.

"Business Day" is any day Monday through Friday, excluding Federal and bank holidays.

"Cut-off Time" means transfers initiated up until 4:00 pm Central Time will begin processing the same business day. Transfers initiated after 4:00 pm Central Time will be processed the following business day.

"Internal Account" means accounts held at PSB.

"External Account" means accounts held at any other financial institution other than PSB.

"External Funds Transfer Service" or "Service" means the online transfer services described in this Agreement, that are made available by a third party Service Provider (Fiserv) with whom the Bank has contracted to provide external transfer services to its customers. The Bank, at its sole discretion, reserves the right to change External Funds Transfer Service Providers.

In order to use the External Transfer Service, (i) you must be an individual person at least 18 years of age and able to form legally binding contracts under applicable law, (ii) you must have a postal mailing address in the United States and a valid and active e-mail address, (iii) you must have a valid checking or savings account in good standing with PSB.

### Acceptance of Terms

This Agreement sets out the terms and conditions (the "Terms") on which the Bank will provide the External Funds Transfer Service to you. When you click on the "I Agree" button, you will complete an application to receive the External Funds Transfer Service and you agree to accept the Terms, including any amendments to this Agreement or any changes in the Terms. Your application may be accepted or declined by the Bank based on specific criteria. If you do not agree to all of the Terms, click on the "I Disagree" button. If you do not accept and agree to all of the Terms, you will not be entitled to use the External Funds Transfer Service. We reserve the right to change the Terms under which the Service is offered at our sole discretion at any time; however, we will notify you of any material change to the Terms. In addition, we reserve the right to notify you by e-mail or by conventional mail, at our discretion. You agree that if you continue to use the External Funds Transfer Service after we notify you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. If you do not accept and agree to the changes to the Terms, you will not be entitled to use the External Funds Transfer Service. You can review, download and print the most current version of this Agreement at any time by clicking on the Enrollment page. If you do not agree to the changes, or if at any time you wish to discontinue your use of the External Funds Transfer Service, you can unsubscribe by sending us a written notice to:

Peoples Savings Bank  
414 North Adams  
PO Box 248  
Wellsburg, IA 50680

Once your account with the Bank has terminated for any reason, you will have no further right or access to use the External Funds Transfer Service.

We reserve the right to obtain such additional information as we deem reasonably necessary to ensure that you, or persons to whom you may transfer funds, are not using our External Funds Transfer Service in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering" or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Assets Control (OFAC) of the United States Treasury Department or are using the Service to fund, send, receive or otherwise participate in unlawful internet gambling.

Once you are approved for the External Funds Transfer Service, we may verify your Accounts that you add to the Service from time to time. You authorize us to validate the Accounts through the use of a test transfer, in which one or more low

value payments will be both credited to and debited from the Account. The test credit will always occur before the test debit and will always be of the same or lesser amount, so that the balance in any of your Accounts will never be less than the actual balance.

Once the test transfer is complete, we may ask you to access your Account to tell us the amount of the test credit or debit or any additional information reported by your bank with this test transfer. We may also verify Accounts through requiring the entry of information you ordinarily use to access the Account provider's web site, or by requiring you to submit proof of ownership of the Account which may include but is not limited to a copy of current bank statements, voided check or deposit slip, or verification by your external financial institution.

### User Content

Subject to the Bank's Privacy Policy, you agree that the service may use, copy, modify, display and distribute any information, data, materials or other content (the "Content") you provide to the Bank and the Service Provider for the purpose of providing the External Funds Transfer Service, and you hereby give permission to do so. By submitting Content, you represent that you have the right to provide such Content to the Bank and the Service Provider for the purposes set forth in this Agreement.

### Accounts

Transfer of funds and use of this service is available for domestic (U.S.) accounts only. This service does not allow you to transfer funds internationally or to accounts held in a foreign country.

You understand that in order to complete funds transfers, it is necessary for the Bank and our Service Provider to access the websites and databases of your bank and other institutions where you hold Accounts, including External Accounts as designated by you and on your behalf, to retrieve information and process the funds transfers you request. By using the Service, you represent and warrant to us that you have the right to authorize and permit us to access your Accounts to effect such funds transfers or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information, you are not violating any third party rights. You warrant and represent that the information you are providing to us is true, current, correct and complete. You hereby authorize and permit the Bank and our Service Provider to use information submitted by you to accomplish these purposes and to configure the External Funds Transfer Service to be compatible with the Accounts.

For as long as you are using the Service, you give to the Bank and our Service Provider a limited power of attorney and appoint the Bank and our Service Provider as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Accounts, effect funds transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts, as fully to all intents and purposes as you might or could in person. Once the Bank has actual knowledge that you wish to cease using the Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by the Bank and/or our Service Provider in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

You understand and agree that at all times your relationship with each External Account provider is independent of the Bank and your use of the External Funds Transfer Service. The Bank will not be responsible for any acts or omissions by the financial institution or other provider of any External Account, including without limitation any modification, interruption or discontinuance of any Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN THE BANK AND OUR SERVICE PROVIDER IS EFFECTING A FUNDS TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, THE BANK AND OUR SERVICE PROVIDER IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that, The Bank, its affiliates, service providers and partners shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

### Ineligible Accounts

Not all types of accounts are eligible for Funds transfer. PSB account types are limited to personal checking and savings and do not include:

- Individual Retirement Accounts (IRAs)
- 401K Accounts
- Custodial and/or Trust Accounts
- Certificates of Deposits (CDs) or other time-based account
- Loan Accounts (funds may be transferred to a loan account to make a payment, but may not be transferred from an PSB loan account, including credit card and equity accounts)

You may have other accounts that are ineligible for receipt of External Transfers due to restrictions specific to your financial institution(s). If in doubt, you must contact the other financial institution(s) to verify if the accounts are eligible for this Service. In addition, before a customer can be allowed access to the External Funds Transfer service, he/she must meet the following requirements:

- You must be a customer with an open account for at least six (6) months;
- You must not have had a single charge-back item in the past six (6) months;
- You must not have had more than six (6) items presented with Insufficient funds in the prior twelve (12) months.

### Transfers from Money Market and Savings Accounts

Money Market and Savings accounts have transaction limitations. Federal regulations require the Bank to limit the number of withdrawals or transfers you may make on savings or money market accounts. Transfers from these types of accounts will count towards the transaction limitation applicable to your account. Please contact PSB or the financial institution from which you may be transferring funds and inquire as to any transaction limitations specific to your type of account. Transfers made through the External Fund Transfer Services from a money market or savings account may result in an excess withdrawal fee. Also, if you have a savings overdraft protection plan covering your checking account, any transfers to cover an overdraft may result in a transfer fee and the transfer will be counted as a limited transaction withdrawal. Please refer to your Deposit Account Agreement and Disclosure and Rate and Fee Schedule for additional information and to see if your accounts are subject to these fees. We are not responsible for any costs or losses incurred from funds transfers that are not permitted under such restrictions by the provider of your Account or those imposed by applicable law.

### Privacy Policy, Confidentiality and Security

We will only disclose information about you to third parties if:

1. It is necessary to complete a transaction.
2. It is necessary to return transfers or payments made from your account that are drawn on insufficient funds or if we are unable to complete an electronic transfer or payment because of insufficient funds.
3. It is necessary to verify the existence and condition of your deposit account to a third party such as a credit bureau or merchant.
4. It is necessary to comply with a governmental agency or court order.
5. You give us your written permission.
6. You ask us to assist with posting of a transfer at another financial institution.
7. It is necessary for activating additional Transfer Services that you requested.

8. Refer to our Privacy Statement for further information. Please click on the Privacy link on the Bank's website located at <https://www.bankpsb.com/privacy-policy/>

Your contribution is important to protect the security of your access to our External Funds Transfer Service. You can help prevent unauthorized access and agree to follow these security guidelines:

1. Protect your login ID, password, and security questions and answers by keeping them unique and known only to you.
2. Do not share or disclose your user ID, password and security questions to anyone that you do not want to access your account. Providing your user ID, password or security questions to an unauthorized user may subject you to theft or fraud, and loss of all funds within your account.
3. Change your password routinely; a good practice is every ninety (90) days.
4. Choose a password that is at least six (6) characters, a combination of letters and numbers, and difficult to guess. Avoid using an easily guessed password such as a word found in the dictionary, your name, your significant other's name, your pet's name, or your birthday.
5. Do not display your user ID, password or other security codes or questions in a place where others can view it.
6. Log off the Online Banking system by clicking on the exit option. We also suggest you clear your disk cache by shutting down your browser, which will normally clear your cache; alternatively, you can clear your cache using the instructions provided in your browser's online help system.
7. Maintain security over your personal computer or mobile access device such as current and updated virus and malware protection and employ physical access controls.
8. Maintain your hardware, software and Internet service provider to ensure that you have the latest in security updates and to ensure that your system is operating properly.

You also agree that the Bank may revoke your External Funds Transfer Service and/or Online account access if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the login ID and passwords belonging to you and/or your authorized user.

#### Your Responsibility for Errors

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to submit funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, the Bank reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

#### Types of Transfers

Transfers can be between Accounts within the same financial institution or at an unrelated financial institution.

Some of these services may not be available at all times. We may from time to time make available additional or new features to the External Funds Transfer Service, including but not limited to, a next day service and a higher limit service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. Please ensure that you have sufficient funds to effect any funds transfers from your Accounts. We may, at any time, decline to process any funds transfer that is believed may violate applicable law or may represent a potential or excessive risk.

#### Frequency of Transfers

We do not limit the number of funds transfers you may make; however, you may not make funds transfers in excess of the number of funds transfers allowed by the rules governing the applicable Accounts. Please refer to your Account Agreement and Disclosure Statement and your Schedule of Fees and Charges for additional information and to see if your accounts are subject to these transfer restrictions. We may from time to time for security and risk management reasons modify the limit, the frequency and the dollar amount of transfers you can make using our Service.

### Dollar Amount of Transfers

You may not make funds transfers in excess of limits described for this Service. We reserve the right to change from time to time the dollar amount of funds transfers you are permitted to make using our External Funds Transfer Service. Without limiting the foregoing, in the event that your use of the Service has been suspended and reinstated as provided herein (see "Suspension and Reinstatement of External Funds Transfer Service" below), you understand and agree that your use of the Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

Transfer requests will be debited the business day after you initiate the transfer request, and will be credited on the third business day after you initiate the transfer request.

Higher limits are available under the Standard option (Standard High Limit Transfers) but require you to meet system qualifications for this specific service limit. To qualify you cannot have any NSF charges for 3 months and have successfully transferred 4,000 in funds using this service, 30 days following the completion of the two previous qualifications Standard High transfers will be available.

Limit increases are possible and at the sole discretion of the bank. Contact a Personal Banker at 641869-3721 for any limit increase requests.

### Dollar Limits

Transfers to your personal accounts are subject to the following dollar limits:

	<b>Standard Service</b>	<b>Standard High Service</b>
<b>Inbound Limit</b>		
Business Day	\$2,500	\$10,000
Monthly (rolling 30-day period)	\$15,000	\$20,000
<b>Outbound Limit Transfer</b>		
Business Day	\$2,500	\$10,000
Monthly (rolling 30-day period)	\$15,000	\$20,000

All Transfers are subject to internal review by PSB based on to and from accounts, the amount of the transaction, your relationship with PSB, a successful fraud screening and such other factors that the Bank may determine to apply from time to time. In the event we determine that there are excessive risks associated with a transfer we may delay or cancel the transfer and notify you, or direct you to contact us to provide additional details on the transfer before it is initiated or funds are released.

Any transfer initiated on a day that is not a business day begins processing on the following business day and counts toward the applicable dollar limit for the next business day.

### Transfer Fees

Inbound Transfers; there is no fee for transferring funds into your PSB personal accounts.

Outbound Transfers; if you transfer funds to an account owned by you or someone else at another financial institution, transfer fees may apply. Outbound fees are shown prior to submitting a transfer.

## Rejected and Failed Transfers

We reserve the right, at our sole discretion, to decline to effect any funds transfer, to submit funds transfer instructions or orders or to carry out change or cancellation requests.

The most common reasons for failed or returned Transfers include, but are not limited to:

- Entering an incorrect account number or ABA number
  - Sending or receiving account has been closed or otherwise frozen or restricted
  - Insufficient available funds in the account to be debited and/or credited
  - Exceeding the dollar limit for an individual transaction, total transactions per month, or pending transfers that have not yet been posted
- It is your responsibility to monitor the status of your External Transfer request and for ensuring that it has been processed as requested.

## Authorization

You authorize us to select any means to execute your funds transfer instructions. You understand that to effect your funds transfer instruction we utilize the Automated Clearing House (ACH), using applicable ACH Rules, we debit one of your Accounts and credit another of your Accounts. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize us and/or our Service Provider to collect from the Account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited. To effect this collection, you understand and authorize us to debit the credited Account or the debited Account in either the same dollar amount as the original funds transfer or a portion of the debit. There may be a fee associated with such collection imposed by the financial institution holding the Account.

In the event that a debit to any of your Accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited Account as set forth above, we reserve the right, and you hereby authorize us, to debit any of your other Accounts to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting any such transfer or transfers to the applicable Account in accordance with this Agreement (see "Documentation," below).

You understand and agree that in the event we are unable to execute your funds transfer request utilizing the ACH, we may utilize other established payment mechanisms in order to complete your funds transfer instructions, such as wire transfer or check.

## Updating Records

You agree to promptly update your registration records if your e-mail address or other information changes. You are responsible for the accuracy of all of the information you input, and agree that we may rely on the information you provide, without further verification, when processing transactions you initiate through the Service. YOU AGREE THAT PSB SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION YOU HAVE PROVIDED TO US.

## Suspension and Reinstatement of External Funds Transfer Service

In the event that we at any time incur a problem with your use of the External Funds Transfer Service, including, without limitation, a failure in attempting to debit any of your Accounts or to collect with respect to any of your funds transfers as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the External Funds Transfer Service, immediately and without prior notice to you. We may suspend or cancel your passcode or use of the Service even without receiving such notice from you, if we suspect your passcode, account, or the Service is being used in an unauthorized or fraudulent manner.

You understand and agree that such action is reasonable for us to take in order to protect ourselves from possible loss or fraud. In the event of such suspension, you may request reinstatement of your service by contacting us using any of the methods provided for under this Agreement (see "Error Reporting above"). We reserve the right at our sole discretion to grant or deny reinstatement of your use of the External Funds Transfer Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Funds Transfer Service, the Bank in its sole discretion may thereafter restore your ability to effect transfers subject to such higher limits as may then be in effect (see "Dollar Amount of Transfers," above).

### Termination

Termination for Cause: We may immediately terminate your access and Funds Transfer Service, without prior notice to you, if or when you:

- Do not pay when due any required fee(s);
- Do not comply with this Agreement (and/or the Agreements it supplements), the Operating Rules of the ACH network, or the agreement(s) governing your Accounts;
- Any of your deposit or loan accounts with PSB are not current or are not in good standing;
- Have had six (6) or more overdraft, an over-limit item, or an item returned for insufficient funds with respect to any PSB deposit account during the current twelve (12) prior calendar months;
- Have had a charge-back item in the preceding six (6) months;
- You have included us in the filing of a petition of bankruptcy we may revoke or refuse to grant you External Funds Transfer Service and/or Online access to your account; or
- You have had any prior transfer canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

The Bank will promptly notify you if, for any reason, we terminate this Agreement or your access to the Funds Transfer Service.

Termination for Convenience: To terminate this Agreement, you must notify the Bank and provide your name, address, the Service you are discontinuing, and the termination date of the Service. When the External Funds Transfer Service is terminated, any scheduled Transfers may also be cancelled. You may notify the bank of your intent to terminate by sending a written notice to:

Peoples Savings Bank  
Accounting Department  
414 North Adams  
Wellsburg, IA 50680

### Documentation

You may access a statement of all funds transfers affected or pending at any time by clicking on the Transaction tab. If a funds transfer could not be completed, the Bank and/or our Service Provider, upon learning that the funds transfer has failed, will make a reasonable effort to complete the transfer again. If the funds transfer fails a second time, we will notify you to contact your financial institution or other provider of the relevant Account to learn more about the failure.

### Proprietary Rights

You acknowledge and agree that the Bank and/or our Service Provider own all rights in and to the External Funds Transfer Service. You are permitted to use the External Funds Transfer Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the Bank and/or our Service Provider's Funds Transfer, any of the Bank and/or our Service Provider's services or technology.

### No Unlawful or Prohibited Use

As a condition of using the External Funds Transfer Service, you warrant to us that you will not use the External Funds Transfer Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this

Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the External Funds Transfer Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the External Funds Transfer Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

### User Conduct

You agree not to use the External Funds Transfer Service, the content or information delivered through this Service and any PSB online banking product or application in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use this Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for PSB or its affiliates or cause us to lose (in whole or in part) the services of our third-party provider; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as being obscene or pornographic or contain child pornography, or racially, ethnically, or otherwise objectionable; (h) interfere with or disrupt computer networks connected to this Service and any other PSB online banking application; (i) interfere with or disrupt the use of this Service by any other user; (j) access the information and content manually by request and not programmatically by macro or other automated means; or (k) use the Service in such a manner as to gain unauthorized entry or access to the computer systems.

### Monitoring

Except to the extent prohibited by law, we reserve the right to review and/or monitor transactions and instructions submitted for security, legal compliance, fraud, and related purposes.

### Service Changes and Discontinuation

We may modify or discontinue the External Funds Transfer Service or your account with us, with or without notice, without liability to you, any other user or any third party. We reserve the right, subject to applicable law, to terminate your account and your right to use the External Funds Transfer Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of the Terms or the rights of the Bank and/or our Service Provider, or if you provide us with false or misleading information or interfere with other users or the administration of the External Funds Transfer Services. We reserve the right to charge a fee for the use of the External Funds Transfer Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all fees associated with the use of our Funds Transfer Service.

You may notify the bank of your intent to terminate by sending a written to:

Peoples Savings Bank  
Accounting Dept  
414 North Adams  
Wellsburg, IA 50680

Once your Account with the Bank has terminated for any reason, you will have no further right or access to use the Funds Transfer Service.

### Security Procedures

You understand that the financial institution at which an External Account is maintained may contact us to verify the content and authority of funds transfer instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution such information as may be required to verify the instructions and may constitute a valid security procedure under the rules governing such Account.

You also agree to allow us to authorize any financial institution at which you have an Account to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition you agree that we may authorize such financial institutions to charge and debit your accounts based solely on these communications.

### Security Statement

Peoples Savings Bank is pleased to offer internet banking. Delivering these services requires a solid security framework that protects you and our institution's data from outside intrusion. We are committed to working with our internet service and communications providers to produce the safest operating environment possible for our customers. The information below summarizes our security framework, which incorporates the latest proven technology. A section at the end also summarizes your responsibilities as a user of the internet banking system with regard to security. There are several levels of security within our security framework. User Level deals with cryptography and Secure Sockets Layer (SSL) protocol, and is the first line of defense used by all customers accessing our Banking Server from the public Internet. Server Level focuses on firewalls, filtering routers, and our trusted operating system. Host Level deals specifically with our internet banking services, and the processing of secure financial transactions.

### Security Statement – User Level

There are several components of User Level security that ensure the confidentiality of information sent across the public Internet. The first requires your use of a fully SSL-compliant 128 bit encrypted browser such as Netscape Navigator or Microsoft Internet Explorer. SSL is an open protocol that allows a user's browser to establish a secure channel for communicating with our Internet server. SSL utilizes highly effective cryptography techniques between your browser and our server to ensure that the information being passed is authentic, cannot be deciphered, and has not been altered en route. SSL also utilizes a digitally signed certificate which ensures that you are truly communicating with the Online Banking Server and not a third party trying to intercept the transaction.

After a secure connection has been established between your browser and our server, you then provide a valid User ID and Security Code to gain access to the services. This information is encrypted, logged by the server forming another complete physical security layer to protect the server's information, and a request to log on to the system is processed. Although SSL utilizes proven cryptography techniques, it is important to protect your User ID and Security Code from others. You must follow the Security Code parameters we specify at the time you sign up for an Internet banking account. We also recommend changing your Security code often. Session time-outs and a limit on the number of logon attempts are examples of other security measures in place to ensure that inappropriate activity is prohibited at the User Level.

### Security Statement – Server Level

All transactions sent to our Banking Server must first pass through a filtering router system. These filtering routers automatically direct the request to the appropriate server after ensuring the access type is through a secured browser and nothing else. The routers verify the source and destination of each network packet, and manage the authorization process of letting packets through. The filtering routers also prohibit all other types of Internet access methods at this point. This process blocks all non-secured activity and defends against inappropriate access to the server.

The Banking Server is protected using the latest firewall platform. This platform defends against system intrusions and effectively isolates all but approved customer financial requests. The platform secures the hardware running the Online applications and prevents associated attacks against all systems connected to the Banking Server. The system is monitored 24 hours a day, seven days a week for a wide range of anomalies to determine if attempts are being made to breach our security framework.

## Security Statement – Host Level

Once authenticated, the customer is allowed to process authorized internet banking transactions using host data. In addition, communication time-outs ensure that the request is received, processed, and delivered within a given time frame. Any outside attempt to delay or alter the process will fail. Further password encryption techniques are implemented at the host level, as well as additional security logging and another complete physical security layer to protect the host information itself.

## Security Statement – User Responsibilities

While our service provider continues to evaluate and implement the latest improvements in Internet security technology, users of the online banking system also have responsibility for the security of their information and should always follow the recommendations listed below:

Utilize the latest version of either Microsoft Edge, Google Chrome, Safari or Firefox browsers. The Online banking system is best viewed and is most secure when you use one of these browsers, as they are certified for use at our site.

Your Security Code must be kept confidential. You must follow our specific parameters for a Security Code and change it frequently to ensure that the information cannot be guessed or used by others. Be sure others are not watching you enter information on the keyboard when using the system.

Never leave your computer unattended while logged on to the online banking system. Others may approach your computer and gain access to your account information if you walk away.

Click Exit when you are finished using the system to properly end your session. Once a session has been ended, no further transactions can be processed until you log on to the system again.

Close your browser when you are finished, so that others cannot view any account information displayed on your computer.

Keep your computer free of viruses. Use virus protection software to routinely check for a virus on your computer. Never allow a virus to remain on your computer while accessing the Online banking system.

Report all crimes to law enforcement officials immediately.

When you follow these simple security measures, your interaction with the online banking system will be completely confidential. We look forward to serving your online banking needs both today and into the future - securely!

## Account Number Policy

If funds transfer instructions identify a bank or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that some financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and numbers.

## Joint Account Holder

An account having more than one owner is called a joint account. Each joint owner is bound by all the terms and conditions of this Agreement, and all references to "you" and "your" in the Agreement shall include all joint owners. Each joint owner agrees to be jointly and individually responsible for all charges and other obligations, if any, under this Agreement. Each joint owner has full and independent authority to use the Funds Transfer Service as if they were the sole owner, and without the consent of or notice to any other joint owner. Such powers include, without limitation, the authority to: (a) view all transfer data and execute transfers or other obligations of any joint owner; (b) order the payment or transfer of funds from the Funding Account; (c) receive notices, confirmations, statements, demands and other communications concerning the External Funds Transfer Services for and on behalf of all owners; (d) terminate, modify or waive any provision of this Agreement to the extent permitted herein; and (e) close the account at any time.

The Bank may: (a) honor the orders and follow the instruction of any one joint owner, without liability to any other joint owner(s), and without any obligation to give notice to other joint owners, or to inquire whether such other owners consent; (b) honor any payment order from a joint account owner even though it may create an overdraft in any account (and all joint owners are jointly and severally liable for repayment of overdrafts created by any joint owner); (c) honor stop payment requests (including orders that no further payments be permitted from the account) from any joint owner, whether the original payment order was authorized by that owner or another joint owner; and (d) treat any notice required or permitted to be given concerning the account as being given to all joint owners when such notice is given to any one joint owner. We will end your use of the Service if any joint account holder notifies us that (a) they never consented to your use of our External Funds Transfer Service, (b) the joint account can no longer be operated on your instructions alone, or (c) they are withdrawing consent for you to operate the joint account.

### Our Liability

If we do not provide a funds transfer instruction on time, if we cause an incorrect amount to be removed from an Account, or if we cause funds from an Account to be transferred to any account other than the Account specified in the applicable funds transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account. The Bank is not responsible or liable if your financial institution's system fails and we are unable to complete the transfer. Except as otherwise required by law, the Bank shall not be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty of the External Funds Transfer Service hereunder.

You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable Accounts to make any funds transfer you request that we make on your behalf through the Service. You understand and agree that we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the funds transfer and the funds transfer is not completed or is later reversed or if your financial institution does not permit the transfer or the funds transfer would exceed the credit limit on any applicable overdraft line.

You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control (such as fire, flood or any other natural disaster or any act of war or terrorism) prevent us from making a funds transfer or if the Bank's website was not working properly and you knew about the breakdown when you started the funds transfer.

### Limitation of Warranty and Liability

We hope you will find the external Funds Transfer Service to be useful and reliable. However, neither the Bank nor its Service Providers can make any representations or warranties that you will have continuous or uninterrupted access to the Service or any of its content or functions, or that any of the functions of the Service will be error-free. THE SERVICE IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE", AND THE Bank or its third party licensors MAKE NO REPRESENTATION OR WARRANTIES RELATING TO THE SERVICE (INCLUDING, WITHOUT LIMITATION, ITS PERFORMANCE, AVAILABILITY, CONTENTS OR FUNCTIONS) OR ANY PRODUCTS, SERVICES, ADVERTISEMENTS, OR WEBSITES, INCLUDING, WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND TITLE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF THE SERVICE (INCLUDING ANY ASSOCIATED SOFTWARE OR OTHER MATERIALS SUPPLIED IN CONNECTION WITH THE SERVICE) SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO PERFORM AN ADJUSTMENT OR REPAIR OF THE SERVICE OR AS PROVIDED BELOW.

YOU UNDERSTAND THAT IN NO EVENT WILL THE BANK OR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE OF GOODS OR SERVICE), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN

CONNECTION WITH THESE TERMS OF USE, THE SERVICE, THE INABILITY TO USE THE SERVICE OR THOSE RESULTING FROM ANY MERCHANDISE OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE.

### Indemnification

You agree to indemnify, defend and hold harmless the Bank and our Service Provider, its affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from your use of the External Funds Transfer Service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your Bank account, of any intellectual property or other right of any person or entity.

### Disputes

If either of us has any dispute or disagreement with the other regarding this Agreement that we cannot resolve amicably, both parties agree that the sole and exclusive remedy shall be binding arbitration in accordance with the then-current rules and procedures of the American Arbitration Association. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without giving effect to its conflict of laws and provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

### Miscellaneous

You represent and warrant that you are who you claim to be; that you are the rightful owner of all Content and the Accounts linked for the purposes of the Funds Transfer Service; and that you are rightfully authorizing us to access the Accounts.

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. The Bank's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of the Bank's right to subsequently enforce such provision or any other provisions of this Agreement.

The most current version of this Agreement as it appears on our website, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the External Funds Transfer Service. This Agreement may be amended, or any of the Bank's rights waived, only if the Bank agrees in writing to such changes, or you continue using the External Funds Transfer Service following receipt of notice of any changes proposed by the Bank. All notices to you shall be in writing and shall be made either via e-mail, conventional mail or messages delivered through the External Funds Transfer Services, at the Bank's discretion. All notices to the Bank must be made in writing and sent to the Bank at:

Peoples Savings Bank  
414 North Adams  
PO Box 248  
Wellsburg, IA 50680

This Agreement is personal to you and you may not assign it to anyone.

## Peoples Savings Bank –Intuit Web Connect Disclosure

As a convenience to customers Peoples Savings Bank provides the ability for customers to connect their Peoples Savings Bank Internet Banking Account to Intuit's PFM software.

However:

- We provide the ability but do not provide any Intuit support as this is not our service or product. Any support related questions should be directed to Intuit.
- We have no control over the security of your account information once transferred to Intuit you do so at your own risk.

This disclosure is being delivered electronically, your use of web connect constitutes your agreement to this disclosure. You may highlight this disclosure and print for your records. If you would like a paper copy of this disclosure please make the request by writing Peoples Savings Bank at PO BOX 248, Wellsburg, IA 50680 or making the request in-person at any PSB branch.

## All Data -- End User License Agreement

**In addition to the above content, if you decide to use All Data our account aggregation and money management service, you acknowledge and agree to the following terms and conditions of service.**

This User Agreement contains the terms and conditions for your use of digital money management tools and services that we may provide to you and that involve accessing third party account information (“Services”). Hereinafter, “you” or “your” means the end user of the Services (“User”) and “us,” “we,” “our,” or “Financial Institution” refers to Peoples Savings Bank, who provides User access to the Services. Digital Insight Corporation, NCR Corporation (parent of Digital Insight), and MX Technologies, Inc. (collectively, the “Providers”) are intended third party beneficiaries of this User Agreement and are entitled to enforce its terms.

### 1. General.

(i) User will follow the standard operating procedures, including without limitation security procedures, with respect to use of the Services.

(ii) User agrees to allow Fiserv, its successors and assigns, and its and their third party services providers access and use of such Users’ data, including Aggregated Data and Nonpublic Personal Information, as necessary for the provision of the Services. As used herein “Aggregated Data” means User Data and information that has been stripped of all personally identifiable information. “User Data” for purposes of this definition, means User account information, account access information and registration information as provided by Users. Nonpublic Personal Information means information concerning Users and their past or present accounts; information falling within the definition of “nonpublic personal information” or “personally identifiable financial information” under Regulation P, 12 C.F.R. 216, or under the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq.; or information otherwise considered privileged, confidential, private, nonpublic or personal and/or given protected status under any federal or state law.

(iii) Financial Institution has no liability to User or other third parties relating to any delays, inaccuracies or incomplete Services caused by the failure of Financial Institution to properly or timely meet its obligations or requirements in connection with the Services.

(iii) User shall determine and be responsible for the completeness, authenticity and accuracy of all such information submitted to the Services.

**2. Provide Accurate Information.** You represent and agree that all information you provide to us in connection with the Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third party sites which you include or access through the Services, and that you have the authority to (i) designate us and our service providers as your agent, (ii) use the Services, and (iii) give us and our service providers the passwords, usernames, and all other information you provide.

**3. Content You Provide.** Your use of the Services is your authorization for Financial Institution or its service providers, as your agent, to access third party sites which you designate in order to retrieve information. You are licensing to Financial Institution and its service providers any information, data, passwords, usernames, PINS, personally identifiable

information or other content you provide through the Services. You authorize us or our service providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services or that we or our service providers retrieve on your behalf for purposes of providing the Services, to offer products and services, and for other permissible business purposes. Except as otherwise provided herein, we or our service provider may store, use, change, or display such information or create new content using such information.

**4. Power of Attorney.** You grant Financial Institution and its service providers a limited power of attorney as provided below to access information at third party sites on your behalf. Third party sites shall be entitled to rely on the authorizations, agency, and the power of attorney granted by you or through your account. For all purposes hereof, you hereby grant Financial Institution and its service providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third party sites to retrieve information, use such information, as described herein, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You understand and agree that the Services are sponsored or endorsed by any third party site. **YOU ACKNOWLEDGE AND AGREE THAT WHEN FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD PARTY SITES.**

**5. Third Party Accounts.** With respect to any third party sites we may enable you to access through the Services or with respect to any non-Financial Institution accounts you include in the Services, you agree to the following:

a. You are responsible for all fees charged by the third party in connection with any non- Financial Institution accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this User Agreement does not amend any of terms and conditions. If you have a dispute or question about any transaction on a non-Financial Institution account, you agree to direct these to the account provider.

b. Any links to third party sites that we may provide are for your convenience only, and Financial Institution and its service providers do not sponsor or endorse those sites. Any third party services, which you may be able to access through the Services, are services of the listed institutions. We nor our service providers have responsibility for any transactions and inquiries you initiate at third party sites. The third party sites you select are solely responsible for their services to you. We nor our service providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.

**6. Limitations of Services.** When using the Services, you may incur technical or other difficulties. We nor our service providers are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our service providers reserve the right to change, suspend or discontinue any or all of the Services at any time without prior notice.

**7. Acceptance of User Agreement and Changes.** Your use of the Services constitutes your acceptance of this User Agreement. This User Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website by providing a link to the revised User Agreement. Your continued use will indicate your acceptance of the revised User Agreement. The licenses, user obligations, and authorizations described herein are ongoing.

**8. Aggregated Data.** Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Services, may be used by us and our service providers, including their affiliates, to conduct certain analytical research, performance tracking, marketing and marketing program activities, and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third

parties. Notwithstanding any other provision of this User Agreement, use of data collected through your use of the Services for marketing and marketing program activities may include targeted marketing, meaning that specific marketing activities may be directed to a group of users, where each user meets certain pre-defined categories or characteristics. For example, a targeting marketing activity may issue a display ad for a group of users, where each user is identified as having an open credit card account through a financial institution.

**9. Ownership.** You agree that Financial Institution and its service providers, as applicable, retain all ownership and proprietary rights in the Services, associated content, technology, mobile applications and websites.

**10. User Conduct.** You agree not to use the Services or the content or information delivered through the Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for Financial Institutions or its service provider or cause Financial Institution to lose the services of our service providers; (d) access the information and content programmatically by macro or other automated means; (e) use the Services in such a manner as to gain unauthorized entry or access to computer systems.

**11. Indemnification.** You agree to defend, indemnify and hold harmless Financial Institution, its third party services providers and their officers, directors, employees and agents from and against any and all third party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

**12. Disclaimer.** The Services are not intended to provide legal, tax or financial advice. The Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that neither Financial Institutions nor its third party providers are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. Financial Institution and its third party providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on this site. Further, Financial Institution and its third party providers are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of Services or any materials or information accessible through it. Past performance does not guarantee future results. Financial Institution and its third party providers do not warrant that the Services comply with the requirements of the FINRA or those of any other organization anywhere in the world.

**13. DISCLAIMER OF WARRANTIES.** 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, AND OUR SERVICE PROVIDERS, DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE, AND OUR SERVICE PROVIDERS, MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

**14. Other Items.** You may not assign this User Agreement. A determination that any provision of this User Agreement is unenforceable or invalid shall not render any other provision of this User Agreement unenforceable or invalid.