

RETAIL ONLINE BANKING TERMS AND CONDITIONS AGREEMENT

This Agreement describes your rights and obligations as a user of the Retail Online Banking Service ("Service"). It also describes the rights and obligations of Benton County State Bank. Please read this Agreement carefully. As an authorized user you must abide by the terms and conditions of this agreement, and those provided to you at account opening, in order to use this Service.

CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS

By completing enrollment, you are (1) acknowledging your receipt of the information listed below, (2) agreeing that any contract you enter into with Benton County State Bank for the provision of certain online banking services may be in electronic form, and (3) agreeing that certain information that may be delivered in connection with the Services may also be in electronic form.

You are also acknowledging receipt of the following information and agree that we may provide you with this Agreement and any revisions and amendments thereto in electronic form, and that, if you choose to accept the Agreement, you are consenting to enter into and are entering into an agreement electronically that will govern all future transactions you conduct using the Service.

We may provide you revisions and amendments to the Agreement and such other information, (including but not limited to information under Regulation E and under other applicable banking or financial services laws or regulations in connection with the Service), electronically as a part of the Agreement or otherwise as a part of the Services. While you may print and retain a copy of the Agreement or any information provided to you in relation to the Service, we only provide these documents electronically.

You have a right at any time to withdraw your consent to receive information electronically. However, because the Agreement and the information are provided only in electronic format, your withdrawal of consent will terminate all the Services.

If you wish to withdraw consent to receive information electronically, to terminate the Services, or to update your information such as a change of address, or email address, you may call Benton County State Bank at (319) 454-6230, or send a letter to:

Benton County State Bank
P.O. Box 180
Blairstown, IA 52209

DEFINITIONS

This Agreement applies to your use of Retail Online Banking (the "Service"), the Bank's Internet banking portal, which permits you to access your accounts with us via the Internet for services selected by you and agreed upon by us. This Agreement applies to all persons that are parties to the accounts. When used in this Agreement, the terms "you" and "your" refer to each depositor on the account(s) accessible by the System, and the terms "us," "we," and "our" refer to Benton County State Bank.

ACCESS TO SERVICES

The Service is provided solely for use by our clients. During enrollment you will create a username and password which you will use to gain access to online banking. You should protect your password at all times and change it on a regular basis. You agree to keep the password safe and to not record, disclose or make the password available to anyone.

You agree to protect the confidentiality of your account, and expressly assume responsibility for any transaction conducted by an Authorized User or any Losses that result from the actions (or inactions) of you or an Authorized User.

Anyone who has access to your password will have full access to your accounts and the services you can perform online. You have no ability to limit any such person's authority. If anyone uses your password with your permission (an "Authorized User"), you will be responsible for any transactions performed by that person.

Any other person(s) authorized to make withdrawals from your account may also be authorized through the Service to make transfers from your account even if the account agreement requires multiple signatures.

HOURS OF OPERATION

The Services are generally available 24 hours a day, 7 days a week, except during special maintenance and upgrade periods. We reserve the right to suspend the Service from time to time as we deem appropriate.

All transaction requests initiated through the Service and received after 2:00 p.m. (Central Standard Time) Monday through Friday will be processed the next business day. Any transactions initiated on non-business days, or holidays will be processed the next business day.

YOUR PASSWORD

The safety of our customers' accounts and account information is of paramount importance to Benton County State Bank. We go through great lengths to protect confidentiality and the security of your account, and urge you to do the same. 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 your password regularly. You agree not to allow anyone to gain access to the Services or to let anyone know your password used with the Services. You agree to assume responsibility for all transactions initiated through the Services with your username, up to the limits allowed by applicable law. While Benton County State Bank continues to provide our customers with the level of online security we believe necessary and appropriate, customers who share their usernames and passwords are giving up the full benefit of our security measures and legal protections to which they may be entitled. No Benton County State Bank representative will ever call and ask for your username or password.

LOST OR STOLEN PASSWORDS

If you believe your password has been lost or stolen, or someone has transferred money or may transfer money from your account without your permission, you should notify us immediately. Calling us at (319) 454-6230 is the best way of minimizing your potential losses; however, you may write to us at PO Box 180, Blairstown, IA 52209. You could lose all the money in your account (plus your maximum overdraft line of credit, if any).

The following rules established by Regulation E govern your liability unless the laws of the state governing your account impose lesser liability on you. If you tell us within two (2) business days after you learn of the loss or theft of your password, you can lose no more than \$50.00 if someone used your password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove we could have stopped the unauthorized transactions if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by use of your password or other means, and you do not tell us within sixty (60) days after the statement was made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

BANKING TRANSACTIONS WITH ONLINE BANKING

In addition to viewing account information, you may use Online Banking to conduct the following transactions:

- Transfer funds between your deposit accounts.
- View and download account information

- View and print statements
- View images of paid items and deposit tickets
- Elect to receive eStatements
- Setup account alerts

New services may be introduced for Retail Online Banking from time to time. Benton County State Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

STATEMENTS

Your online account activity will appear on the account statements we make available to you. Refer to the separate eStatement Services Terms and Conditions, as applicable.

In Case of Errors or Questions About Your Electronic Transfers

Telephone or write us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we made available to you the FIRST statement available on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer in question, and explain why you believe it is an error or why you need more information.
3. The dollar amount of the suspected error.
4. The date on which it occurred.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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

You agree that Benton County State Bank may respond to you by secure e-mail with regard to any claim of unauthorized electronic fund transfer related to the Service.

LIMITATION OF LIABILITY

Benton County State Bank agrees to make reasonable efforts to ensure full performance of the Service. The Bank will be responsible for acting only on those instructions sent through online banking which are actually received and cannot assume responsibility for circumstances over which the bank has no direct control. We will be liable to you for damages proximately caused by our failure to make a properly requested electronic fund transfer, in accordance with the terms and conditions of this Agreement, in the correct amount or in a timely manner. Notwithstanding the foregoing, unless required by law, we will not be liable to you if:

- The error results from any malfunctions of your browser, Internet service provider, computer, computer virus or other problems relating to the computer equipment you use with the Internet service, including, without limitation, your inability to access Internet service or any part of Internet service.
- Through no fault of ours, your account does not contain sufficient collected funds to make the transfer.
- The money in your account is subject to legal process or other encumbrances restricting the transfer.

- The transfer would go over the credit limit on your overdraft credit plan, if any.
- The transfer system was not working properly and you knew about the breakdown when you started the transfer.
- An act of God or circumstances beyond our control (such as fire or flood) prevent the transfer or use of Internet service despite reasonable precautions that we have taken.
- Incomplete or inaccurate information is forwarded to us by you or through an automated clearinghouse.
- You have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee on a bill payment.
- You have not properly followed the instructions for using the Internet service.
- Your operating system is not properly installed or functioning properly.

If any of the circumstances listed above should occur, we will assist you with reasonable efforts in taking appropriate corrective actions to reprocess the transactions that may not have been completed or to correct any incorrect transactions that may have been processed. Unless otherwise required by law, our sole responsibility for an error directly caused by us in transferring funds will be to correct the error. In no case will we be liable for any indirect, special, incidental or consequential damages in connection with or in any way related to Internet service.

Benton County State Bank is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information or for any investment or other decision made using this information.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing Online Banking. Benton County State Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

The limit of Benton County State Bank liability shall be as expressly set forth herein. Under no circumstances will Benton County State Bank be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Services, you agree to waive any and all right to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

ELECTRONIC MAIL (E-MAIL)

You should not rely on electronic mail if you need to communicate with Benton County State Bank immediately (e.g., if you need to report an unauthorized transaction from one of your accounts).

You do agree that Benton County State Bank may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by Benton County State Bank shall be considered received within three (3) days of the date sent by Benton County State Bank, regardless of whether or not you sign on to the Service within that time frame.

ALERTS/MESSAGES

Your enrollment in Benton County State 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 Benton County State Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. 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. Benton County State 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 e-mail message; or (d) your Benton County State Bank Online Banking message inbox. 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 31727 at any time. 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 Benton County State Bank Online Banking. For help with SMS text alerts, text "HELP" to 31727. In case of questions please contact customer service at (319) 454-6230. Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Benton County State 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 Benton County State Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Benton County State 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 and 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.

OTHER AGREEMENTS

In addition to this Agreement, you and Benton County State Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your online accounts. Your use of the Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at Benton County State Bank, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures. All terms and conditions of the disclosures provided to you at account opening, including but not limited to, the Truth in Savings, Regulation E Disclosure, Deposit Agreement and Terms and Conditions apply to this Service.

MODIFICATIONS TO THIS AGREEMENT

Benton County State Bank may modify the terms and conditions applicable to either Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to have received it three (3) days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

DISCLOSURE OF INFORMATION TO THIRD PARTIES/ PRIVACY POLICY

We may disclose information to third parties about your account or the transfers you make, as permitted by law, including, without limitation: where it is necessary for completing or tracing transfers or resolving errors or claims; to verify the existence and condition of your account for a third party, such as a credit bureau or merchant or other financial institution; to comply with court orders or other legal process; to comply with subpoenas, summonses, search warrants or requests from government agencies; to other companies affiliated with us; to others with your consent; and whenever required by law.

A copy of Benton County State Bank Privacy Policy is available upon request. It can also be accessed online by clicking on the Privacy Policy icon on the Benton County State Bank web site.

INACTIVITY / TERMINATION

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We may modify, suspend or terminate your privilege of using the Service and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate service, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable. Any one person who can use the account accessible with the Service may terminate the service. Termination shall not affect the rights and obligations of the parties for transactions made with the service before we have had a reasonable time to respond to your termination request. Your termination of your service will automatically terminate any pending transfers and payments.

To cancel the Service, you must notify Benton County State Bank. Your notification should include your name, address and the effective date to stop the service(s). You may notify Benton County State Bank by one of the following methods by calling (319) 454-6230 or by sending a letter to:

Benton County State Bank
P.O. Box 180
Blairstown, IA 52209

GOVERNING LAW

This Agreement is governed by the laws of the State of Iowa and applicable federal law(s).