

# Farm Bureau Bank FSB

## Electronic Banking Agreement

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF FARM BUREAU BANK'S ELECTRONIC BANKING SERVICES.

BY ACCESSING OR USING ELECTRONIC BANKING SERVICES, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ACCEPT THE TERMS AND CONDITIONS IN FULL, AS THEY MAY BE MODIFIED BY FARM BUREAU BANK FROM TIME TO TIME.

**Definitions.** As used in this Agreement, Farm Bureau Bank Electronic Banking Services ('EBanking') means the services provided pursuant to this Agreement, including Banking Center, Loan Services, Deposit Services, Credit Card Services, FBB*Mobile*, Mobile Deposit, and Bill Pay. The words "we", "our", "us" and "FBB" mean Farm Bureau Bank FSB. "You" and "your" refer to the accountholder, member or customer authorized by FBB to use EBanking under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through EBanking. "Account" or "accounts" means your accounts at FBB, "Electronic funds transfers" means ATM withdrawals, pre-authorized transactions, point of sale transactions, and transfers to and from your FBB accounts using EBanking including bill payments. "Business days" means Monday through Friday, excluding holidays.

**What This Agreement Covers.** This Agreement is a contract that establishes the rules which cover your electronic access to your accounts at FBB. Access to EBanking permits you as an FBB accountholder (including consumers, sole proprietors, and other business customers) to perform banking functions on your linked FBB accounts using electronic devices such as personal computers, laptops, and mobile devices (i.e. smart phones or tablets). Unless indicated otherwise by the context, "linked FBB accounts" or "linked accounts" refers to all your accounts with FBB or its affiliates that have been linked to EBanking. This Agreement is by and between you and FBB, and we are solely responsible for the services and content.

**Relation to Other Agreements.** This Agreement along with the terms and conditions of the deposit agreements and disclosures for each of your FBB accounts, and, if applicable, the Business Banking Agreement (and Remote Check Capture Schedule(s) for businesses) as well as your other agreements with FBB, such as loans or credit cards, govern the use of EBanking. Your use of EBanking does not change any other agreement you already have with us for your accounts. You should review your account agreement(s) for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account via EBanking. In the event of inconsistency between a provision of this Agreement and any other FBB agreements, applicable to your accounts, or any other law or regulation, which permits waiver or modification by agreement, the provisions of this Agreement shall prevail, but only to the extent of the inconsistency.

In addition, you understand and agree you are still subject to the terms and conditions of any agreement you have with any unaffiliated third party service providers, including, but not limited to your Internet service provider or mobile service provider (e.g. AT&T, Verizon, Spring, T-Mobile, etc.) or any third-party provider of our marketplace for EBanking (e.g. Apple, Inc., or Google, Inc. (Android)), and this Agreement does not amend or supersede any of those separate third-party service provider agreements. You understand that such services may provide for fees, charges, limitations and restrictions which might impact your use of EBanking (e.g. usages charges, etc.) and you agree to be solely responsible for all such fees, charges, limitations, and restrictions. You agree that only your Internet or mobile service provider are responsible for the performance and operations of their own products and services, including your

mobile device and the Internet or mobile service provider's own network. You agree to resolve any problems with your Internet or mobile service provider without involving FBB. You must comply with applicable third-party terms when using EBanking (e.g. you cannot be in violation of your wireless provider agreement when using EBanking.)

This Agreement is also subject to applicable federal laws and the laws of the state of Nevada (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

**Accepting the Agreement.** When you use EBanking or authorize others to use EBanking on your behalf, you acknowledge and understand that you also agree to this Agreement, and that you cannot begin using EBanking until you have indicated your agreement as instructed. In addition, you provide FBB with your express consent permitting us to contact you as necessary to provide EBanking (including push notifications by email or SMS messages). Such activities may include, but are not limited to, providing account alerts, confirming account activity, confirming mobile deposits, undertaking fraud prevention, servicing, advertising, or for any other purpose as provided in this Agreement. You also provide your express consent to receive advertising messages from unaffiliated third parties that may be included in EBanking or messages we may send. You agree to receive such unaffiliated third party advertisements even if your mobile device is registered on any federal or state do-not-call registry.

**Access.** To use EBanking, you must have at least one account at FBB, access to Internet service, a supported browser with updated security settings and patches, and an e-mail address. EBanking can be used to access only FBB accounts on which you are a Primary or Secondary signer/owner. Access to your accounts through EBanking will be based upon the identification of users. We undertake no obligation to monitor transactions through EBanking to determine that they are made on behalf of the accountholder.

**Hours of Access.** You can use EBanking seven days a week, twenty-four hours a day, although some or all services may not be available occasionally due to emergency or scheduled system maintenance. If possible, we will to post notice of any extended periods of non-availability on the FBB web site.

**Your Password.** For security purposes, you may be required to change your password upon your initial login to certain services. Any required password will be determined by you and the identity of your password is not communicated to us. 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. Upon three unsuccessful attempts to use your password, your access to EBanking will be revoked. To re-establish your authorization to use EBanking, you must have your password reset.

When required to create a password, we recommend that you create a password that utilizes both upper and lower case, alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down. You agree to safeguard your password and that you will not disclose it to anyone. You will take all reasonable measures to ensure that no one else learns your password. You agree that if you share your password with someone else, you give them authority to act on your behalf and you will be responsible for any use of the service by them.

**Security.** You understand the importance of your role in preventing the misuse of your accounts through EBanking and you agree to regularly review your account activity and promptly examine your statements for each of your FBB accounts as received. You agree to protect the confidentiality of your account and

account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your log in credentials are intended to provide security against unauthorized entry and access to your accounts. Data transferred via EBanking is encrypted in an effort to provide transmission security and EBanking utilizes identification technology to verify that the sender and receiver of EBanking transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that EBanking 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 EBanking, or e-mail transmitted to and from us, will not be monitored or read by others.

**Fees and Charges.** You agree to pay any fees (if applicable) and charges for your use of EBanking as set forth in the current fee schedule or communicated to you when using EBanking. You agree that fees and charges may be deducted from the FBB checking account designated as the "Primary Checking Account". If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of EBanking.

**Account Ownership/Accurate Information.** You represent that you are the legal owner of the account(s) linked to EBanking, and that all the information you provide to us in connection with the services, including your e-mail and contact information, is accurate, current and complete, and that you have the right to provide such information to us for using EBanking. You agree not to misrepresent your identity or your account information. You will keep your account information up to date and accurate. You are an authorized user of the device(s) you use to access EBanking.

**Use of E-mail Address.** We may send messages relating to EBanking to the e-mail address we have on file for you and notify you that responses to your payment inquiries or customer service inquiries are available, or as otherwise described any applicable agreements governing the Services. FBB will not, however, include any account numbers access codes or similar non-public information in any e-mail response to you. If for any reason your e-mail address changes or becomes disabled, please update your information immediately so that we can continue to provide you with automated messages.

**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 FBB web site or by e-mail.

**Posting of Electronic Transfers.** Electronic Transfers between FBB accounts initiated through EBanking are posted to your accounts the same day. Transfers to/from a non-FBB account initiated through EBanking before 3:00 p.m. (Central Time) on a business day will be effective within 1 business day. External Transfers completed after 3:00 p.m. (Central Time) on a business day, Saturday, Sunday or banking holiday, will be effective within 2 business days.

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

1. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority.

2. Electronic fund transfers initiated through EBanking, which would result in an overdraft of your account, may at our discretion be cancelled.
3. In the event the electronic fund transfers initiated through EBanking which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

**Limits on Amounts and Frequency of EBanking Transactions.** Transfers - For security reasons, transaction limits are set and can be modified as determined by FBB in its sole discretion. Please contact the Bank if limits impact your ability to perform your required transfers. The number of transfers from FBB accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires. Payments – FBB allows a loan to be paid ahead up to two payments. Payments received above this limit will be posted to principal but will not advance the due date of the loan.

**Restrictions on EBanking Services.** Some EBanking services may not be available for certain accounts or customers. We reserve the right to refuse to make any EBanking transaction you request for a variety of reasons as set forth in any of the agreements listed in the “**Relation to Other Agreements**” section of this Agreement or at our sole discretion.

**Accessing EBanking from Mobile Devices.** Access to certain EBanking services may require you to download a mobile app to your mobile device. FBB reserves the right to add or remove various services of EBanking available through mobile devices in our sole discretion.

**Mobile Devices Supported.** EBanking can operate on any IOS or Android device with up to date operating systems. Mobile Deposit requires the device to have a camera.

**Location-Based Information.** If you use any location-based feature of EBanking, you agree that your geographic location and other related personal information may be accessed and disclosed via the service. If you wish to revoke access to such geographic location information, you must cease using the location based feature.

**Reporting Unauthorized Transactions; Liability for Authorized EBanking Transactions.** To report unauthorized transactions on any of your accounts, please contact us using the information listed in the “**Communications between FBB and You**” section of this Agreement. Requirements for reporting unauthorized transactions are set forth in your account agreements.

Tell us at once if you believe your log in information or password has been compromised or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us immediately. The unauthorized use of your log in information or password could cause you to lose all of your money in your accounts, plus any amount available under your overdraft protection plan.

When you give someone your log in information and password, you are authorizing that person to use EBanking on your behalf, and you are responsible for all transactions that person performs. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized. Additional information regarding unauthorized transfers can be found in your deposit agreements.

Transactions initiated by you, or by someone acting with you or at your instruction, with fraudulent intent are also deemed authorized transactions. For your protection, sign off after every use of EBanking.

**Use of EBanking.** You agree that you will learn how to use EBanking from the instructions contained within the services, and you agree that you will contact us at if you have any questions about or problems with EBanking. If any services are modified, you are responsible for understanding how to use any modifications. You may not copy (other than a copy for personal or business use), modify, distribute, transmit, display, perform, reproduce, transfer, resell, lease, rent, distribute access to or republish any of the contents of EBanking without the prior written consent of FBB, which may be withheld in its sole discretion. Unless otherwise subject to the provisions of Regulation E for consumer Accountholder as further described in the deposit agreements, FBB will not be liable to you for any losses caused by your failure to properly use EBanking or your mobile device.

You agree not to use EBanking in any way that would: (a) infringe any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (c) violate any applicable law (law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising, anti-money laundering or bank secrecy); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt the computer networks connection to the Service; (i) interfere with or disrupt the use of EBanking by any other user; or (j) use EBanking in such a manner as to gain unauthorized entry or access to the Bank's computer systems or the computer systems of others.

**Processing Equipment and Processing Software.** You must comply with device hardware, software, and other requirements, as well as applicable Security Procedures, as set forth in this Agreement and in any related documentation or any supplemental information and/or instructions provided by FBB.

FBB reserves the right as encryption technology develops to impose further reasonable requirements to maintain the appropriate level of security for EBanking and transactions contemplated hereunder, and you agree to abide by such requirements. Furthermore, you understand and acknowledge that if you do not implement and follow your own commercially reasonable hardware, software, physical access and physical storage security procedures regarding any of the data owned by you, which includes such data containing your sensitive personally identifiable information ("PII") of any individual, the security of EBanking may be compromised. You understand, acknowledge and agree that installation, maintenance and operation of your device (hardware and software) and related security procedures that you adopt and follow, including, but not limited to, data security protection, firewalls and anti-virus software, is your sole responsibility, and that you are solely responsible for securing, encrypting, protecting and otherwise safeguarding the data owned by you.

In addition to other limitations on FBB's liability contained elsewhere in this Agreement, you understand, acknowledge and agree that the FBB is not responsible for any loss or damages resulting from any errors or failures of your device or data processing systems, including, but not limited to any virus or malware attack (such as a keystroke logging program or similar malware), any attack by a person attempting or actually gaining unauthorized access to the data owned by you, or any network problems that may be associated with your access and use of EBanking.

For avoidance of doubt, you understand, acknowledge and agree that all data provided by you to FBB (including, but not limited to, Electronic Images or Substitute Checks retained on any processing

equipment, processing software, or any other processing equipment or software (including your device used by you in conjunction with EBanking), and all data produced, compiled or otherwise provided by FBB to you, in any form or format, is your sole and exclusive property and copies thereof shall be provided to you at your request from time to time and at any time. Once such data owned by you is delivered by FBB to you, retrieved by you from FBB, or otherwise created as a byproduct of a transaction between you and FBB and retained by you, such data owned by you is solely within your possession and control.

**Security Procedures.** Unless otherwise subject to the provisions of Regulation E for consumer customers as further described in your deposit agreements, you are responsible for all payments, transfers or other transactions you authorize using EBanking. If you permit other persons to use your device to access EBanking, you are responsible for any transactions they authorize. **You understand and acknowledge that transmission of your masked account number and specific information, including dollar amounts or individual payees and payors, does not constitute transmission of personal or private information, and you hereby authorize us to send such information via EBanking to your device. Use of our normal security procedures for maintaining confidentiality and security of information constitutes fulfillment of our obligations to exercise due care.**

With regard to EBanking, you agree to the Security Procedures used by FBB in connection with EBanking. Such Security Procedures offered by FBB are described herein and in related documentation applicable to EBanking. As part of the Security Procedures, FBB may employ various authentication technologies, including, but are not limited to, use of IDs, passwords and other “Additional Authentication Information” (“AAI”) that FBB may require you to provide at FBB’s sole discretion. FBB employs various security and authentication technologies to ensure that you are communicating directly with FBB, and also to ensure that your device is communicating with a legitimate FBB computer. You are responsible for the establishment and maintenance of your internal procedures reasonably adapted to insure the confidentiality and security of Security Procedures. **YOU UNDERSTAND AND AGREE THAT YOU WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER ANY ID OR PASSWORD PROVIDED BY FBB, AND SHALL USE SECURITY FOR SUCH ITEMS COMPARABLE TO THE SECURITY AND CONTROL YOU WOULD USE FOR CASH, BUT IN NO EVENT LESS THAN REASONABLE SECURITY AND CONTROL IN THE CIRCUMSTANCES.**

If you have reason to believe that any Security Procedure has or may have become known by unauthorized persons, you shall immediately notify FBB by telephone and confirm such oral notification in writing to FBB within twenty-four (24) hours of the oral notification. FBB will replace the Security Procedures in accordance with FBB’s standard security requirements related to EBanking. To the maximum extent permitted by applicable law, you will be solely liable for all transactions initiated before FBB has received such notification and has had a reasonable opportunity to act on such notification. FBB reserves the right to change any or all of the Security Procedures offered and/or used at any time by giving oral or written notice to you. You agree that your use of EBanking after FBB provides notice of such changes constitutes your acceptance of the new Security Procedures. You acknowledge that the purpose of Security Procedures is to authenticate the identity of the person initiating the action, not to detect errors in any transmission or content. FBB is not agreeing to any Security Procedures or other procedure for the detection of errors. You represent that you consider the Security Procedures to be commercially reasonable with respect to the size, type, and frequency of deposits you anticipate submitting.

No FBB employee, nor any company affiliated with or a third-party service provider of FBB, will contact you via e-mail or phone requesting your ID or password. If you are contacted by anyone requesting this information, **DO NOT GIVE ANY OF YOUR INFORMATION OUT**, and please contact us immediately to report the details of the incident.

**Maintenance and Support.** FBB is solely responsible for providing any maintenance and support services with respect to EBanking, as specified in this Agreement and under applicable law. FBB and you acknowledge that neither Apple, Inc. nor Google, Inc. (Android) have any obligation whatsoever to furnish any maintenance and support services with respect to EBanking.

**Copyrights and Other Intellectual Property; User Conduct.** The license granted to you for EBanking is a non-transferable license to use EBanking on a device that you own or control and as permitted by the usage rules and terms of service governing your device.

**Change in Terms.** We may change any terms of this Agreement at any time. If the change would result in increased fees for any FBB service, increased liability to 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 21 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 FBB web site or forward it to you by secure message or e-mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of EBanking indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

**Disclaimer of Warranty and Limitation of Liability.** We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with EBanking provided to you under this Agreement. We do not and cannot warrant that EBanking will operate without errors, or that EBanking 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 incidental, special or consequential damages under or by reason of any services or products provided under this Agreement of by reason of your use or access to EBanking, 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 FBB and its affiliates exceed the amounts paid by you for EBanking. Account balance and activity information are generally updated daily. However, daily updates may not occur due to system maintenance or failure. Farm Bureau Bank is not responsible for any failure to update information, for whatever reason.

**Legal Compliance.** FBB and you agree to abide by all applicable international, federal, state and local laws, rules, regulations and ordinances pertaining to EBanking. You represent and warrant that (a) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and (b) that you are not listed on any U.S. Government list of prohibited or restricted parties, such as the U.S. Department of Treasury’s Office of Foreign Asset Control’s Specially Designated Nationals List.

**Service Claims; Our Limited Liability for Use of Mobile Application Service.** FBB and you acknowledge and agree that FBB is responsible for addressing any claims (a) by you or any third party relating to EBanking, or (b) relating to your possession and use of EBanking, including, but not limited to product liability claims or any claim that EBanking fails to conform to any Applicable Law, including applicable consumer protection laws.

In addition to any other limitation on liability of FBB and its third party service providers as stated in this Agreement, IN NO EVENT WILL FBB, OR ANY OF ITS 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 EBANKING), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF EBANKING. THE AGGREGATE LIABILITY OF FBB AND OUR THIRD- PARTY SERVICE PROVIDERS UNDER THESE TERMS OF USE SHALL NOT EXCEED FIVE HUNDRED DOLLARS. Because some states do not allow the exclusion or limitation of liability for consequential damages, the above limitations may not apply to you.

**FBB Responsibilities.** FBB will provide access to the processing equipment and software for EBanking. FBB will also provide maintenance and support for EBanking to ensure the accurate delivery of EBanking, including, but not limited to: Corrections, contingent or alternate work methods, and repairs to any know system bugs or errors. Modifications, enhancements, or updates that FBB elects to make generally available to its customers. Telephone and email support during FBB's normal business hours.

FBB will provide the required ID and password to Customer in order to engage in EBanking. FBB will provide related documentation as well as training materials and support reasonably required for Customer's use of EBanking.

**Indemnification.** You understand that there are risks associated with using your device, and that in the event of theft or loss, your confidential or personally identifiable information could become compromised. UNLESS CAUSED BY FBB'S INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD FBB AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, MOBILE SERVICE PROVIDERS, AND LICENSORS HARMLESS FROM ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES AND/OR COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES) ARISING FROM (A) A THIRD PARTY CLAIM, DISPUTE, ACTION, OR ALLEGATION OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION BASED ON INFORMATION, DATA, FILES, OR OTHERWISE IN CONNECTION WITH EBANKING; (B) YOUR VIOLATION OF ANY LAW OR RIGHTS OF A THIRD PARTY; OR (C) YOUR USE, OR USE BY A THIRD PARTY, OF EBANKING.

**Third Party Beneficiaries.** You agree that our third-party service providers may rely upon your agreement and representations, and that such service providers are intended third party beneficiaries to this Agreement, with the power to enforce this Agreement against you. FBB and you acknowledge and agree that Apple, Inc., and all of its subsidiaries, and Google, Inc. (Android) and all of its subsidiaries, are third party beneficiaries of these Terms and Conditions and that, upon your acceptance of these Terms and Conditions, either Apple, Inc., or Google, Inc., as applicable, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.

**Your Right to Terminate.** You may cancel EBanking at any time by contacting us via secure message, email or phone. Your access to EBanking will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.



**Our Right to Terminate/Suspend.** You agree that we can terminate or limit your access to EBanking and its features including Mobile Deposit, Bill Payment and External Transfer service for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your FBB accounts, EBanking may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers and debits.
2. Upon 3 business days -notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
3. Any attempt to misuse EBanking.
4. Inactivity.
5. Your account status is not in good standing.
6. Fraudulent activity on your credit card account.
7. Upon reasonable notice, for any other reason at our sole discretion.

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

Secure messaging within EBanking

Email- [services@farmbureaubank.com](mailto:services@farmbureaubank.com)

Phone- 1-800-492-3276, Monday-Friday 7am-7pm and Saturday 8am – 12 pm CST

Mail- P.O. Box 33427 San Antonio, TX 78265-3427

**Information Regarding Mobile Deposits.** Subject to the terms and conditions herein, accountholder subscribes to, and FBB agrees to provide, the Mobile Deposit service to be used by accountholder in accordance and in compliance with the Check Clearing for the 21st Century Act (“Check 21 Act”). Mobile Deposit enables you to create and submit electronic check images (also known as Image Replacement Documents (“IRD”)) to FBB, for deposit to your personal or business deposit account(s), as applicable, in lieu of the Original Checks (as defined herein) from which such Mobile Deposit images were obtained. The dollar amount limits and daily number of transaction limits for Mobile Deposit shall be determined by the Bank in its sole discretion. Accountholder should visit the FBB website at [www.farmbureaubank.com](http://www.farmbureaubank.com) or talk to their FBB Personal Banking Representative for information regarding dollar limit and daily number of transaction restrictions. Items exceeding Customer’s daily limit must be delivered to FBB via mail for processing or held until the next Business Day for transmittal.

For the purposes of this section and other provisions relating to Mobile Deposit, any capitalized term not otherwise defined herein has the definition ascribed to it under the Check21 Act. If you have met, in our sole discretion, the conditions we have established for use of Mobile Deposit to make deposits via Electronic Images, we will provide for acceptance for deposit to your account(s) the Electronic Images of Original Checks for collection as allowed under this Agreement and the Documentation.

By depositing Electronic Images with FBB via Mobile Deposit, you give us the same warranties and indemnities that we, as a reconvert bank, would give under applicable law or regulation. You understand and acknowledge that all of the warranties deemed given by a depositor of a check to a bank under the Uniform Commercial Code (“UCC”), as applicable from time to time in the State of Nevada, shall also apply to any Electronic Image of an Original Check the same as if such Electronic Image or Substitute Check were a paper check within the meaning of the UCC as adopted by the State of Nevada (“Nevada UCC”). Accordingly, except to the extent that any warranties deemed given under the Nevada UCC are expressly superseded by the Check 21 Act or the Check 21 regulations, you understand that you are deemed to give us all the same warranties you would have given under the Nevada UCC for the deposit of an Original Check by transferring to us: (a) any Substitute Check; (b) an IRD or other item

purporting to be a Substitute Check; or (c) any Electronic Image that purports to contain a Sufficient Copy of an Original Check or a Substitute Check.

Such warranties also include the following two (2) specific warranties regarding transfer and presentment:

- You warrant that the Electronic Image that we convert to a Substitute Check meets the requirements described in § 229.51(a)(1) – (2) of the Check 21 Regulation (found at 12 CFR §229.51(a)(1) – (2)) for legal equivalence
- And your warranty given above is deemed given to us and any other person, company or bank to which we transfer, present or return the Substitute Check or a paper or electronic representation of the Substitute Check

The above warranties are deemed given to FBB and any person, company or bank to which FBB transfers, presents or returns any of the Images included in such electronic file as a Sufficient Image Copy or that purports to be a Sufficient Image Copy created by FBB or any subsequent bank receiving a copy of such image. Accountholder represents that it shall permit no third parties to use Mobile Deposit to deposit Original Checks to Accountholder's account.

With respect to each and every Mobile Deposit initiated by you, you represent and warrant to FBB, and agree, that you shall perform your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC and the Bank Secrecy Act.

**Mobile Deposits - Prohibited Transactions; Procedures; Retention of Original Checks.**

*Prohibited Transactions.* Accountholder agrees not to use Mobile Deposit to deposit or otherwise process: (i) non-cash items; (ii) items drawn on foreign banks or payable in other than U.S. money; (iii) items without preprinted magnetic ink routing numbers; (iv) items for which Accountholder is not a holder in due course; (v) Substitute Checks, except those which have been returned to Accountholder for any reason; (vi) items payable to any person or entity other than Accountholder (i.e. no third party deposits); (vii) items containing apparent alterations to any of the information on the front of the check or item, or which you know or suspect (or should know or suspect) are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; (viii) items dated more than six months prior to the date of deposit; (ix) items prohibited by FBB's current procedures relating to the Services or which are not acceptable under the Agreement; (x) Original Checks or other items previously converted to a Substitute Check; (xi) checks or items that are Remotely Created Checks (as defined in Reg. CC); or (xii) Checks or items prohibited by FBB's current Documentation relating to Mobile Deposit, or checks or items which are otherwise not acceptable under the terms of your account(s).

*Processing of Mobile Deposits.* Accountholder shall submit check images to FBB in such format, and with such associated check information, as FBB may require periodically, utilizing Accredited Standards Committee X9's Specifications for Electronic exchange of Check and Image Data (DSTU X9.37-2003) and in conformance with the requirements of the Services. FBB reserves the right to reject any single check image or group of check images for any reason, before or after it/they appear on FBB's system. All checks submitted through Mobile Deposit must be properly endorsed by Accountholder prior to transmittal. Items transmitted without being properly endorsed are subject to rejection by FBB. Accountholder agrees to inspect and verify the quality of the check images, ensuring that the check images of the front and back of the original check are legible before capturing the image via Mobile Deposit. Specifically, Accountholder warrants the following: (i) the check image is an accurate representation of the information contained in the original check, and the check image includes all endorsements from the original check; (ii) each check image contains a record of all MICR line information required for a substitute check, and the check image satisfies all of the requirements of the

Check 21 Act and Regulation CC; (iii) the original check, a duplicate check image, or any copy of the original check or check image will not be deposited by Customer with FBB; and (iv) the original check, a duplicate check image, or any copy of the original check or check image will not be presented, transferred or returned such that FBB or any other person will be asked to make a payment based on a check or check image that has already been paid. FBB has no responsibility or liability for any fees incurred due to the rejection of transmitted items for missing/incomplete endorsements. Unless FBB notifies Accountholder otherwise, FBB provides same day credit to the applicable account for all items transmitted by Accountholder and received by FBB within the timelines established by FBB.

Electronic Images shall be deemed received by us for deposit based upon time of receipt as well as successful receipt of Electronic Images that are complete, usable, and adhere to the standards discussed above. If any Electronic Image is not complete, is not usable, or does not adhere to the Standards, the Electronic Image may not be processed by us, in which event your deposit will be adjusted and notification provided. You understand we will process only your Electronic Images that comply with the standards discussed above and are Sufficient Image Copies, and we will use commercially reasonable efforts to present these Sufficient Image Copies for collection under the Check 21 framework. The daily cut-off time for mobile deposits is 4:30 p.m. CST. Such daily cut-off times may be adjusted by FBB in its sole discretion from time to time upon notice to you. If the deposits are not received by the end-of-day cutoff time, FBB will not guarantee that deposits will be processed that day. FBB may accept these deposits and they will be processed on FBB's next Business Day. FBB shall give provisional credit for deposits subject to revocation of credit for deposits as provided in Regulation CC and the Uniform Commercial Code. As a general rule, deposits made to your FBB deposit account through Mobile Deposit prior to the cut off time of 4:30 pm CST will be credited to your deposit account the next business day. Deposits made after the daily cut-off time will be credited within two business days.

Should a Drawee Financial Institution return an item to us unpaid, we will charge your respective account for such returned item and may either (i) return the item to you, or (ii) re-present it to the Drawee Financial Institution before returning it to you. Items may be returned as Image Exchange Items, rather than Substitute Checks. Should a Drawee Financial Institution or other third party make a claim against us or seek re-credit with respect to any Electronic Image, we may provisionally freeze or hold aside a like amount in your account pending investigation and resolution of the claim.

FBB may reject any entry which does not comply with the requirements set forth herein. FBB may reject any entry if Accountholder has failed to comply with its account balance obligations. FBB may reject any deposit of Accountholder that does not adhere to the Security Procedures. FBB shall notify Accountholder by phone or electronic transmission, including email, fax, or SMS text message of such rejection no later than the Business Day such deposit would otherwise have been transmitted by FBB to the Federal Reserve. Notices of rejection shall be effective when given. FBB shall have no liability to Accountholder by reason of the rejection of any such deposit or the fact that such notice is not given at an earlier time than that provided for herein.

Accountholder shall have no right to cancel or amend any deposit after its receipt by FBB. However, if such request complies with the Security Procedures, FBB shall use reasonable efforts to act on a request by Accountholder for cancellation of a deposit prior to transmitting it to the Federal Reserve, but shall have no liability if such cancellation is not implemented. Accountholder shall reimburse FBB for any expenses, losses, or damages FBB may incur in implementing or attempting to implement Accountholder's request for the reversal of a deposit.

You understand and acknowledge that we are relying on the truth and veracity of all Electronic Images submitted for deposit via Mobile Deposit by you to us, and you warrant that such Electronic Images accurately reflect Original Checks that are, or at the time of the creation of the Substitute Checks, were, in

your possession. You also understand that issues regarding returned item collection, returned deposit, and other issues regarding deposit of Items not specifically addressed in this Agreement shall be governed by the terms and conditions of the Deposit Agreement.

*Retention and Security of Original Checks.* Accountholder shall retain physical checks that represent the deposit for no longer than (30) days following the date of their transmittal to FBB and agrees to make the originals available to FBB within seventy-two (72) hours of FBB's request for fraud control purposes. Such checks must be securely stored, to prevent unauthorized access to the items until they are destroyed (locked cabinet, etc.). You understand that in all cases you are solely responsible for safeguarding all items you retain, during the reasonable period of time described above from destruction, alteration or theft. Items are to be securely destroyed in a commercially reasonable manner that renders it unusable or otherwise unreadable (shredding) on the thirty-first (31st) day following the date of the deposit.

### **Funds Availability Regarding Mobile RDC Deposits.**

*Your Ability To Withdraw Funds.* These provisions apply only to demand deposit checking accounts where deposits are made via FBB's Mobile RDC Services. You agree that Electronic Images submitted via FBB's Mobile RDC Services from your mobile device are not subject to the funds availability requirements of the Federal Reserve Board's Regulation CC. Our policy is generally to make funds from your Mobile RDC deposit available to you on the first Business Day after the day we receive your deposit. Funds that are deposited using Mobile Deposit will not be deemed "received" by us until we have received an Electronic Image that meets all of the requirements for deposits (including all requirements to create a Substitute Check) stated in this Agreement and in any Documentation. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay items and transactions drawn on your account. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and holidays. If you make a deposit via the Mobile Deposit by the cut-off time of 4:30 p.m. CST on a day that is not a business day, we will consider such deposit made on the next business day we are open.

*Longer Delays May Apply.* In some cases, we will not make all of the funds that you deposit via the Mobile Deposit available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your Mobile Deposit, however, will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than the limit allowed by FBB on any one day
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six months
- There is an emergency, such as failure of computer or communications equipment

The availability of Funds you deposit via Mobile Deposit may also be delayed for a variety of additional reasons as determined in FBB's sole discretion, including, but not limited to:

- We believe a check you deposit is a duplicate image
- You deposit checks totaling more than any applicable per item limit, daily dollar amount limit, monthly item limit or any other limitations that FBB may impose

- We exercise our rights to investigate any unusual or suspicious Mobile Deposit items as determined in FBB's sole discretion

We will generally notify you if we delay your ability to withdraw funds for any of these or other reasons, and we will attempt to tell you when such funds will be available. If you will need the funds from a deposit via Mobile Deposit, you should contact us to inquire when the funds will be available.

In the event of any unforeseen issues or failure of EBanking impacting Mobile Deposit, your deposits can be made in person at any FBB branch or by mailing deposits to:

***Farm Bureau Bank  
P.O. Box 33427  
San Antonio, TX 78265-9865  
800-492-3276***

*Customer Representation and Agreements; Indemnity.* With respect to each and every deposit initiated by Accountholder, Accountholder represents and warrants to FBB and agrees that to the best of Accountholder's knowledge (a) each deposit is made payable to the Accountholder (b) any necessary authorization is operative at the time of transmittal or crediting/debiting by FBB as provided herein, and (c) Accountholder shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC. In addition to other indemnification under this Agreement, Accountholder also shall indemnify FBB against any loss, liability, or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

*Limitation on Liability.* In addition to the provisions contained in the Agreement, liability shall not exceed the sum of the amount of any loss suffered by the Accountholder as a result of a breach of warranties under Regulation CC (12 CFR Part 229) up to the amount of any substitute check, interest and expenses (including cost and reasonable attorney fees and other expenses of presentation) related to the substitute check reduced by any amount that the Accountholder receives and retains as a re-credit. Furthermore, such liability shall be further reduced by the amount of any damages incurred as a result of the negligence or bad faith of the Accountholder. Without limiting the generality of the foregoing provisions, FBB shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission of communication facilities, equipment failure, war, emergency conditions, or other circumstances beyond FBB's control.

In addition, FBB shall be excused from failing to transmit or delay in transmitting a deposit if such transmittal would result in FBB having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in FBB's reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In such event, Accountholder shall be responsible for having a contingency plan in place including temporarily depositing original, paper items at any branch facility of FBB.

Subject to the foregoing limitations, FBB's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of San Francisco for the period involved. At FBB's option, payment of such interest may be made by crediting the account resulting from or arising out of any claim of any person that FBB is responsible for any act or omission of Accountholder or any other person described in the foregoing agreement.

*Customer Responsibilities.* Accountholder will maintain at least one or more accounts at FBB eligible for the transactions conducted via the Services, including receiving Mobile Deposits. With regard to the Mobile Deposits, Accountholder will inspect and verify the quality of Electronic Images, ensuring that the Electronic Images of the front and back of the Original Checks are legible for all posting and clearing purposes by FBB. The Accountholder's applicable account will be charged for any deposited check that is later returned to FBB owing to an actual or alleged breach of any warranty made in this Agreement. Accountholder will assist in the installation and implementation of any changes and upgrades to Mobile Deposit as required by FBB to ensure compliance with regulatory changes and developments, or to protect the integrity and security of such Services. Accountholder will use Mobile Deposit to enter, process, and transmit Original Checks in accordance with procedures and transmission deadlines outlined in this Agreement. Accountholder will verify FBB's receipt of Mobile Deposits by reviewing deposits that have been posted to the designated accounts, in addition to cooperating with FBB in any investigation and resolving any unsuccessful or lost transmissions. Accountholder will comply with all Security Procedures outlined in this Agreement and any Documentation and agrees not to bypass, override or disable any security mechanisms in the processing software or processing equipment. Accountholder will retain each Original Check for the time frame specified in this Agreement after an Electronic Image of the check has been created and will promptly provide any related Original Check (or Sufficient Copy of the front & back of the Original Check) to FBB as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any check. Accountholder understands that in all cases it is solely responsible for safeguarding all such images from destruction, alteration or theft in accordance with the provisions of this Agreement. Accountholder will use commercially reasonable methods to destroy the Original Checks after the required retention time has expired to render them unusable or otherwise unreadable. Accountholder will cooperate with FBB in providing information and access to Accountholder records in the event of lost, mistaken, incomplete, or unusable Electronic Images, or in the event of claims of fraud, alteration, counterfeit or otherwise. Accountholder may not perform Mobile Deposit for any third party, and any attempt to do so shall automatically terminate this Agreement, except for any provisions of this Agreement that are expressly to survive such termination.

## **EBANKING RULES AND GUIDELINES**

### **1. List of Services**

- View linked account information.
  - Current Balance
  - Interest Rates
  - Maturity Dates
  - Payment Due Dates
- Review transactions for linked accounts.
- Transfer funds between linked accounts.
- Initiate a payment to a third party.
- Deposit a check from a mobile device with a camera.
- View linked account statements and tax forms.
- Make a payment to a loan or credit card.
- Set up recurring payments for loans and credit cards.
- Skip a loan payment.
- Set up alerts and notifications.
- Redeem Member Rewards points.

### **2. Qualifications**

- Must be a Farm Bureau Member
- Must have a FBB account for at least six months:
  - If not, must be a Farm Bureau member for at least one year.
- Account must be in good standing
  - Deposits - Limited NSF activity
    - 1 NSF/OD per year
  - Loans and Credit Cards – Limited past due activity
    - 1 time 30 days past due
- Limited return item activity
  - 1 returned loan or credit card payment per year
- Other factors at Bank's discretion

### **3. Transaction Limits**

- **Transfers**
  - Internal Transfer – FBB account to/from FBB account
    - \$50,000 per day
  - External Transfer – FBB account to/from non-FBB account
    - \$10,000 per day
- **Mobile Deposits**
  - \$5,000 per deposit
  - 2 deposited items per day
- **Loan Payments**
  - Pay ahead up to 2 payments
    - All other amounts will reduce principal only.

EBanking services, qualifications and limits are at the sole discretion of the Bank and may be enforced, waived or changed at any time.