

# ONLINE BANKING TERMS AND CONDITIONS AGREEMENT

Boone Bank & Trust Co., Boone, Iowa  
Rev 3/1/2024

This Agreement describes your rights and obligations as an end user of the services of Online Banking, Bill Payment and Presentment, Online Statements and all other Digital Services made available to you by using Online Banking. The Agreement also describes the rights and obligations of Boone Bank & Trust Co. Please read this Agreement carefully. By requesting and using one of these Services, you acknowledge electronic receipt of the Online Banking Terms and Conditions Agreement ("Agreement") and agree that you have read and will abide by this Agreement. You also agree that Boone Bank & Trust Co. does not need to provide you with an additional paper (non-electronic) copy of this Agreement, any changes to this Agreement or any notice/disclosure that we are required by law to provide you, unless specifically requested. Further, you understand that using your browser's print command and a printer, you can print a copy of this Agreement or You can save this Agreement as a digital copy on your computer or mobile device.

## DEFINITIONS

The following definitions apply in this Agreement:

- "Authorized Representative" refers to a person with authority (with respect to the account);
- "ISP" refers to your Internet Service Provider;
- "Online Banking" is the Internet-based service providing access to your Boone Bank & Trust Co. account(s) and all included Digital Services made available to you;
- "Online Account" means any Boone Bank & Trust Co. account from which you will be conducting transactions using Online Banking;
- "Digital Services" are all services accessible through Online Banking including but not limited to account transfers, Bill Payment and Presentment, BBTC Mobile, account alerts & notifications, and Online Statements;
- "Username" is the unique customer-generated identification used in conjunction with a Password that identifies and authenticates you as an Authorized Representative of your Online Accounts through Online Banking;
- "Password" is the unique customer-generated code used in conjunction with a Username that authenticates you as an Authorized Representative of your Online Accounts through Online Banking;
- "Online Banking credentials" are the combination of both Username and Password or any other code, such as a multi-factor authentication code or Time-Based One Time Passcode, used by an Authorized Representative to establish secure access to Online Banking
- "Bill Payment and Presentment" is an Online Banking service providing you with the ability to pay bills through an Online Banking account.
- "Online Statement" refers to accessing an electronic copy of your official bank statement for your Online Banking account or accounts;
- "Time of Day" references are to Central Standard Time or Central Daylight Time, as applicable;
- "We", "Us", "Our", or "Bank" refers to Boone Bank & Trust Co. with its main office located at 716 8<sup>th</sup> Street, Boone, Iowa 50036 which offers the services in this Agreement and which holds the accounts accessed by the Services;
- "You" or "Your" refers to the owner of the account, authorized representative, or authorized end user
- "Consumer" refers to anyone who has obtained a product or service from Boone Bank & Trust Co. It does not refer to businesses.

## **BANK AGREEMENTS**

In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of Online Banking is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures 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 and the fee schedule contained in this Agreement.

## **CHANGES AND MODIFICATIONS**

The Bank may modify the terms and conditions applicable to Online Banking and all Digital Services from time to time. We may send any notice to you via email or other electronic document and you will be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. 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.

## **ASSIGNMENT**

We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

## **NOTICES**

Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

## **DISCLOSURE OF INFORMATION**

We will only disclose information to third parties about your account or transfers you make under the following circumstances:

- where it is necessary for the provision of Online Banking and for completing transfers;
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- in order to comply with government or court orders, or other reporting requirements;
- if you give us your permission;
- to Bank affiliated companies.

## **YOUR RESPONSIBILITIES**

It is your responsibility to provide the Bank with current contact information. You must notify us when your e-mail address changes.

You are responsible for accessing, opening, and reading electronic documents and disclosures. It is your responsibility to notify the Bank if any electronic document is inaccessible, incomplete, or unreadable. Please notify us if any of the above problems exist and you are unable to access or view an electronic document.

## **ACCESS TO SERVICES**

You will gain access to your Online Accounts by using an Internet-enabled device to register using your personal information as collected by the Bank. Upon completion of your registration and subsequent approval, you will login to Online Banking and access its Services via the internet and a computer or mobile device. You will login with a unique username and password or other authorized Online Banking credentials. You may

access Online Banking 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating, and revising the software.

For purposes of transactions, Boone Bank & Trust Co.'s business days are Monday through Friday, except holidays. Business hours are 8:00 a.m. to 5:00 p.m. Monday through Friday. ATMs, POS terminals, Telephone Banking System, Online Banking and Bill Payment and Presentment are generally open, but not always accessible 24 hours a day, 7 days a week. ATM Deposits and Transfers made through Online Banking after 6 p.m. will post on the next business day.

### **USE OF YOUR ONLINE BANKING CREDENTIALS**

You are responsible for keeping your Online Banking Username and Password and Online Account information confidential. To protect yourself against fraud, you should adhere to the following guidelines:

- Do not provide your Online Banking credentials to anyone;
- Do not leave your PC unattended while you are logged in to Online Banking;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general email system.
- Utilize and maintain software to monitor and protect you access device from: viruses, trojans, malware, spyware, other malicious programs designed to compromise your confidential Online Banking credentials.

### **CONSUMER LIABILITY**

Inform the Bank at once if you believe your Online Banking credentials have been lost or stolen, or if you believe that an electronic fund transfer or automated clearing house (ACH) has been made without your permission using Your account information. Telephoning is the best way of mitigating your potential losses. If your statement shows transfers that you did not make, including those made by card, Digital Service, ACH, or other means, inform the Bank at once. If you do not inform the Bank within 60 days after your bank statement is made available to You, You may receive no reimbursement for the unauthorized transactions. If sufficient reason (such as a long trip or a hospital stay) has kept you from informing the Bank, we may extend the time period. If you believe, either in whole or in part, that your Online Banking credentials have been lost or stolen, please use change your Online Banking credentials by accessing Your settings page or by contacting the Bank.

### **BANK LIABILITY**

Boone Bank & Trust Co. is not responsible or liable for consequential or incidental damages arising from unauthorized access to Online Banking or its Digital Services, Online Statements or any other electronic documents; damages arising from your inability to access your electronic documents due to computer, email, or internet malfunction; or any cost associated with updating, modifying, or terminating your software or hardware.

### **ERROR RESOLUTION NOTICE**

In the case of errors or questions about your electronic transfers, (including Online Banking transfers or Bill Payments), or if you think your statement or receipt is wrong or if you need more information about a transaction listed on your statement or receipt call 515-432-6200 or write us at 716 8<sup>th</sup> St. Boone, IA 50036 as soon as you can. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

1. Tell us your name and account number (if any).

2. Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you inform us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transaction involved a new account) after we hear from you and will correct any error promptly. If the Bank needs more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes 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. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. 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.

### **BANKING TRANSACTIONS WITHIN ONLINE BANKING**

The following transactions may be performed with Online Banking:

Transfer of funds between your checking accounts, savings account, money market account, loans or lines of credit. **NOTE:** There may be limitations or fees. See the Truth In Savings disclosure for your specific account for details.

### **NEW SERVICES**

New Digital Services may be introduced for Online Banking from time to time. Boone Bank & Trust Co. will notify you of the existence of these new services by email, promotional banner, pop-up, or other means of messaging. Some Digital Services will be made available to you but you may not be notified of all new Digital Services if those Services require an opt-in or other agreement. By using these services when they become available, you agree to be bound by the rules which will be made available to you concerning these services.

### **INDEMNIFICATION**

You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third-party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking and all included Digital Services whether present now or in the future.

### **HARDWARE AND SOFTWARE**

We are not liable for any loss or liability resulting from any failure of your hardware or software, or that of any internet browser, by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages.

### **VIRUS PROTECTION**

The Bank is not responsible for any electronic or computer viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

## ELECTRONIC FUND TRANSFERS

### Your Rights and Responsibilities

The Electronic Fund Transfers we are capable of handling for consumers are indicated below , some of which may not apply to your account. Some of these may not be available. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should print and keep this notice for future reference.

#### (a) Prearranged Transfers

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking and/or savings account.
- Preauthorized payments. You make arrangements to pay certain recurring bills from your checking and/or savings account.

(b) Telephone Transfers. You may access your account(s) by telephone at 515-236-3261 using a touch tone phone, our account number(s) and PIN Number. You can:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking to checking
- Transfer funds from savings to savings
- Make payments from checking to loan accounts with us
- Make payments from savings to loan accounts with us
- Get checking account(s) information
- Get savings account(s) information
- Get loan account(s) information

(c) ATM Transfers. You may access your account(s) by ATM using your debit card (and ATM CARD FOR AFFILIATES) and personal identification number. You can:

- Make deposits to checking accounts
- Make deposits to savings accounts
- Get cash withdrawals from checking accounts, you may withdraw no more than \$500.00 per 24 hours
- Get cash withdrawals from savings accounts, you may withdraw no more than \$500.00 per 24 hours
- Transfer funds from savings to checking
- Transfer funds from checking to savings
- Get checking(s) information
- Get savings(s) information

(d) Point-Of-Sale Transactions. Using your debit card, you can:

- Access your checking account(s) to purchase goods in person, by phone, or by computer
- Access your checking account(s) to pay for services in person, by phone, or by computer
- Get cash from a merchant, if the merchant permits, or from participating financial institutions, and do anything that a participating merchant will accept
- You may not exceed \$1,500.00 in signature point-of-sale transactions and \$500.00 in PIN point-of-sale per 24 hours

**(e) Computer Transfers.** You may access your account(s) by computer by registering at [www.BooneBanklowa.com](http://www.BooneBanklowa.com) and using your username and password. You can:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking to checking
- Transfer funds from savings to savings
- Make payments from checking to loan accounts with us
- Make payments from savings to loan accounts with us
- Get checking account(s) information
- Get savings account(s) information
- Make payments by Computer Bill Pay from checking to third parties
- Transfer funds from line of credit to checking or savings

**(f) Mobile Banking Transfers.** You may access Online Banking using your Online Banking credentials with an iOS or Android enabled mobile device by registering for online banking at [www.BooneBanklowa.com](http://www.BooneBanklowa.com) or BBTC Mobile. You can:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking to checking
- Transfer funds from savings to savings
- Make payments from checking to loan accounts with us
- Make payments from savings to loan accounts with us
- Get checking account(s) information
- Get savings account(s) information
- Make payments from checking to 3<sup>rd</sup> parties using Bill Pay
- Transfer funds from line of credit to checking or savings

\*You may be charged an access fee by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

**(g) Electronic Fund Transfers Initiated by Third Parties**

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. You may make payments by electronic check from checking accounts.
- Electronic Returned Check Charge.** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds. You may make electronic payment of charges for checks returned for insufficient funds from checking accounts.

## GENERAL LIMITATIONS

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

For Savings Accounts, debits in excess of four per month are charged \$1.00 each. For HiFi Money Market Accounts, after three third party transactions, a \$5.00 fee will be assessed per transaction.

Because we implement fraud monitoring systems to help protect your account(s)/funds, you may have debit card transactions denied for various reasons, some of which might be due to a temporary card block for suspected fraudulent transactions/activity.

## FEES

- A Fee may apply for electronic transfers and preauthorized withdrawals. See automatic transfer form for details.
- See separate fee schedule for fees that could affect your account(s).
- Except as indicated above, we do not charge for Electronic Fund Transfers.

**ATM Operator/Network Fees:** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

## DOCUMENTATION

### (a) Terminal Transfers

- You can get a receipt at the time you make a transfer to or from your account using an ATM and/or a point-of-sale terminal.
- You may not get a receipt if the amount of the transfer is \$15 or less.

**(b) Preauthorized Credits** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed below to find out whether or not the deposit has been made.

### (c) In addition,

- You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

## PREAUTHORIZED PAYMENTS

**(a) Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

- ☑ Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
- ☑ We will charge per fee schedule for each stop payment.

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

☑ **(c) Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **FINANCIAL INSTITUTION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable:

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

### **CONFIDENTIALITY**

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

- where it is necessary for completing transfers; or
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- in order to comply with government agency or court orders; or
- if you give us written permission; or
- as explained in the separate Privacy Disclosure

### **UNAUTHORIZED TRANSFERS**

**Consumer Liability.** Tell us at once if you believe your card and/or code has been lost or stolen, or (if your account can be accessed by check) if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement (or for a prepaid account where no statement is sent, if your electronic history or written history) shows transfers that you did not make, including those made by



card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was transmitted to you (or for a prepaid account where no statement is sent, 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared), you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

- **Mastercard® Debit Card.** Additional Limits of Liability for a Mastercard® Debit Card. You will not be liable for any unauthorized transactions using your Mastercard debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. This additional limit on liability does not apply to a prepaid card until such time as the prepaid card is registered with us and we have completed our customer identification program requirements. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.
- **Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

## **ADDITIONAL INFORMATION**

If your debit card has been lost or stolen, please call the bank at 515-432-6200.

See current fee schedule for additional fees that may affect your account(s). Certain fees may be subject to sales tax.

Boone Bank & Trust Co. reserves the right to suspend or cancel your debit card if we believe you are abusing your card privileges.

Debit card holders at Boone Bank & Trust Co. are entitled to a variety of enhanced benefits through Mastercard®. Visit our website at [www.boonebankiowa.com](http://www.boonebankiowa.com) to learn more.

## **USE OF A THIRD-PARTY BILL PAY SERVICE PROVIDER**

Fidelity Information Services (FIS) is the third-party Bill Payment and Presentment service provider that Boone Bank & Trust Co. is contracted with to provide bill payment service to its customers. FIS processes bill payments and answers questions directly related to these customer-initiated bill payments. Boone Bank & Trust Co., at its sole discretion, reserves the right to change Bill Payment and Presentment service providers at any time.

## **ENROLLMENT REQUEST FOR BILL PAYMENT AND PRESENTMENT SERVICE**

Boone Bank & Trust Co. reserves the right to refuse enrollment in the Bill Payment and Presentment service to any customer who does not meet the service criteria which has been established by the Bank and/or FIS.

## **DEFINITIONS**

The following terms apply to this agreement:

- "Payee" means the vendor, biller, person or entity to which you wish a bill payment to be directed;

- "Payment instructions" means the information provided by you to the service for a bill payment to be made to your payee (e.g., payee name, account number, payment amount, payment date, user name and password, if applicable, etc.);
- "Payment account" means your checking account and, in the instance of non-sufficient funds and/or an overdrawn account, any applicable savings account or available balance on line of credit accounts at Boone Bank & Trust Co., from which all bill payments may be made and/or such funds collected;
- "Scheduled payment date" means the business day of your choice upon which your bill payment will be processed and your "payment account" will be debited.

#### **BILL PAYMENT AND PRESENTMENT SERVICE**

By providing the payment service with the names and account information of those entities and/or persons to whom you wish to direct payment, you authorize the service to follow the payment instructions that it receives from you/your authorized user through the Bill Payment and Presentment service. When the service receives a payment instruction, you authorize it to debit your payment account and remit funds on your behalf so that the funds arrive as close to the business day designated by you as reasonably possible.

#### **E-BILLS**

E-Bills are a feature of the service which allow you to receive bills electronically from participating payees. Participating payees establish their own criteria for reviewing requests to receive e-Bills and have sole discretion to accept or decline your request. The bank does not participate in the decision. Participating payees may take up to five (5) business days to approve your request to enroll in e-Bills.

#### **ACCESSING E-BILLS FROM A THIRD PARTY**

In some cases, the service will obtain e-Bills and information you authorize from the web site of the payee(s) you designate. To do so, you must provide the service with the necessary information needed for this purpose, such as any username and/or required password. By doing so, you authorize us to retrieve the account information on your behalf and you hereby appoint us as agent for this limited purpose.

#### **DELIVERY OF E-BILLS**

We take no responsibility if a payee does not provide the necessary data to forward an e-Bill in a timely manner. If you do not receive an e-Bill, it is your responsibility to contact the payee directly. We are not responsible for any late charges or other adverse consequences. You must direct any questions you may have concerning the information contained within your e-bill to your payee directly. If you choose, you may set up e-mail notifications to alert you when your e-Bills are delivered to the service.

#### **PAYMENTS AND TRANSFERS FROM YOUR BANK ACCOUNTS MAY BE PROCESSED IN FOUR DIFFERENT WAYS:**

- "Today": If you designate a bill payment as a "today" transaction, the processing date will be the same day, up to 9:30 pm Central Time. "Today" payments may be changed or canceled any time before the "cut off time" of 9:30 pm Central Time on the processing date of the transaction.
- "Future": If you designate a payment as a "future" transaction, you may request that the transaction be made on a future date that you may designate up to 365 days in advance. The processing date will be the effective date you entered, or the next business day should the effective date fall on a weekend or holiday. "Future" transactions may be changed or canceled any time before the "cut off time" of 9:30 pm Central Time on the processing date of the transaction.
- "Recurring": (For all payee types) If you designate a payment as a "recurring" transaction, you may request that the transaction be made in the same amount to the same merchant or account on a specified regular or periodic basis (i.e. weekly, bi-weekly, monthly, etc.). You will designate a "start" and "end" date. The processing date will be the effective date you entered, or the next business day should the effective date fall on a weekend or holiday. "Recurring" transactions may be changed or

canceled anytime up until the "cut off time" of 7:30 pm Central Time on the processing date of the transaction.

- "Automatic": (Payees with e-Bills only) If you establish automatic payment rules to pay your payee(s), you authorize us to make payments to that specific payee(s) automatically based on the rules you create without requiring your approval each time. If an e-Bill is presented for payment that does not meet the criteria of the rules you created, the payment(s) will not be made automatically. You will have to review the e-Bill and make a manual payment for that payee(s) during this billing cycle. Automatic payments may be changed or canceled anytime up until the "cut off time" of 9:30 pm Central Time on the processing date of the transaction by editing or canceling the rules you have created for this payee.

### **STOPPING E-BILLS**

All parties have the right to cancel the service at any time. We will notify you if the Bank discontinues/stops e-Bills.

### **STOPPING BILL PAYMENTS**

Stop payment requests can only be placed on check processed payments. There is a stop payment fee for each check payment that you request to be stopped, see Fee Schedule for details. In order to request a stop payment on a check payment, you must contact Boone Bank & Trust Co. Customer Service at 515-432-6200 during business hours which are Monday - Friday between 8:00 am and 4:30 pm Central Time. Or you may contact FIS Bill Pay and Presentment Customer Service at 800-823-7555.

### **BILL PAYMENTS**

All payments you make through Bill Payment and Presentment will be deducted from your designated payment account. Any payee you wish to pay through the service must be payable in U.S. Dollars and cannot exceed \$9,999.99 per transaction. Each payee must appear on the payee list you create with us and the account you are paying must be in your name. You may not use Bill Payment to make payments to a federal, state or local government, or tax unit, or to other categories of payee that you may establish from time to time.

You are responsible for allowing sufficient time for the payee to receive and process the payment before the payment due date (the due date shown on your invoice or provided in your agreement with payee, not taking into account any grace period provided by the payee). If you do not allow sufficient time, you will assume full responsibility as well as any resultant liability for all late fees, finance charges, or other actions taken by payee. (IMPORTANT: Payments typically take 5-7 business days to reach the vendor (payee), as they are sent either electronically or by check. Boone Bank & Trust Co. is not liable for any service or late charges levied against you under any circumstances). FIS is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated merchant.

The Bank is not liable for any damages you incur if you do not have sufficient funds in your account to make the payment on the processing date, if the estimated time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to account correctly for the payment in a timely manner, or for any other circumstance beyond the control of the Bank. To use this service, you must keep the Bank aware of changes in your current home and/or business phone numbers, your physical address, and your email address. An electronic notice will be sent to you of transactions we are unable to process because of insufficient funds. In all cases, you are responsible for making alternate arrangements for the payment. Insufficient funds will cause your access to Bill Payment to be BLOCKED and prevent you from making any payments through the service until the matter is resolved. This may take a minimum of three business days after funds have been successfully withdrawn from your

designated payment account, a stop payment has been placed on the payment (in the case of check payments only), or FIS has been reimbursed by the payee. You may contact us directly once the payment has been withdrawn from your payment account to request that the block be removed. In this case, access to the Bill Payment and Presentment may be restored in as little as one business day. Any scheduled or recurring payments that are to be sent during the time your access to the Service is BLOCKED will not be processed. You will need to make alternate arrangements for these transactions or reschedule them once your account is UNBLOCKED. You understand that we have the right to terminate this Service. If we terminate your Bill Payment service, you will receive a written or email notification.

You authorize us, and any third-party acting on our behalf, to choose the most effective method to process your payments. When you perform the pay bills function, you will receive a transaction confirmation number for each requested payment. Unless you receive a confirmation number, we shall not be liable for any failure to make a payment. Payment will be made to your payee either electronically via the Automated Clearing House (ACH) or by check. Whether the payment is made electronically or by check is determined by the payee or FIS (e.g., some payees are unable to accept electronic payments).

### **PROHIBITED PAYMENTS**

The following payment types are prohibited through the service:

- Tax Payments
- Court Ordered Payment
- Payments to payees outside of the United States or its possessions/territories as detailed in the payee limitations section of this Agreement.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND OUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND OR THE SERVICE.

EXCLUSIONS OF WARRANTIES: THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **CHARGES OR FEES**

You will not be charged a monthly fee for Bill Payment and Presentment services.

### **OVERDRAFTS AND RETURNS ON YOUR PAYMENT ACCOUNT**

In using Bill Payment and Presentment, you are requesting the service to make payments for you from your payment account. If you are unable to complete the transaction for any reason associated with your payment account (for example, there are not sufficient funds in your payment account to cover the transaction), the transaction may not be completed. In some instances you will receive a return notice from Boone Bank & Trust Co. In these cases, you agree that a non-sufficient funds (NSF) fee will be charged in accordance with the banks established and published service fees. Further, you also agree that a NSF fee may be charged to your account even if the payment is not returned but is paid and overdraws your payment account. Insufficient funds may cause your access to Bill Payment to be BLOCKED and prevent you from making any payments through the service until the matter is resolved. This may take a minimum of three business days after funds have been successfully withdrawn from your designated payment account, a stop payment has been placed on the payment (in the case of check payments only), or FIS has been reimbursed by the payee. You may

contact us directly once the payment has been withdrawn from your payment account to request that the block be removed. In this case, access to Bill Payment and Presentment may be restored in as little as one business day. Any scheduled or recurring payments that are to be sent during the time your access to the Service is BLOCKED will not be processed. You will need to make alternate arrangements for these transactions or reschedule them once your account is UNBLOCKED. You understand that we have the right to terminate this Service.

By enrolling for and using this Bill Payment and Presentment service you agree that Boone Bank & Trust Co. has the right to collect funds from all of your accounts as well as the available balance on your line of credit accounts to recover funds for all payments that have been requested to be paid by you and your authorized user; this includes accounts on which you are the primary owner, as well as accounts on which you are the joint owner.

### **PAYEE LIMITATIONS**

The service reserves the right to refuse to pay any person or entity to which you may direct a payment. The service is obligated to notify you promptly if it decides to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay tax or court-related payments or payments outside the United States and its possessions/territories (American Samoa, Guam, Marshall Islands, Micronesia, N. Mariana Islands, Palau, Puerto Rico, and the Virgin Islands), which are prohibited under this agreement.

### **INFORMATION AUTHORIZATION**

Through your enrollment in Bill Payment and Presentment, you agree that Boone Bank & Trust Co. (or its third-party bill pay service provider) reserves the right to request a credit agency report and/or a review of your credit rating at its own expense through an authorized credit agency/bureau. In addition, you agree that the service reserves the right to obtain financial information regarding your account from a merchant or financial institution to resolve payment-posting problems.

### **DISPUTES**

In the event of a dispute regarding the service, you and the service agree to resolve the dispute by looking to this agreement. You agree that this agreement is the complete and exclusive statement of the agreement between you and the service, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the service relating to the subject matter of this agreement. If there is a conflict between what one of the service's employees says and the terms of this agreement, the terms of this agreement shall control.

### **ASSIGNMENT**

The service may assign this agreement to any future, directly or indirectly, affiliated company. The service may also assign or delegate certain of its rights and responsibilities under this agreement to independent contractors or other third-party service providers.

### **NO WAIVER**

The service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the service. No delay or omission on the part of the service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **SCHEDULE OF FEES**

Boone Bank & Trust Co. offers the benefits and convenience of Online Banking and Bill Payment and Presentment at no cost to our consumer customers.

## **ELECTRONIC MAIL**

If you send us an electronic message, Boone Bank & Trust Co. will be deemed to have received it on the following business day. We will have a reasonable time period to act on your email. You **should not** rely on electronic mail if you need to communicate with us immediately. For example, if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur. You agree that Boone Bank & Trust Co. 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 Boone Bank & Trust Co. shall be considered received within three (3) days of the date sent by Boone Bank & Trust Co., regardless of whether or not you sign on the service within that time frame.

## **BUSINESS ACCOUNTS**

If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:

- enter into this Agreement, as amended from time to time;
- access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- use any Online Banking Digital Service in any manner and for any purpose, whether now available or available at some time in the future.

## **TERM**

This Agreement will become effective at the date and time your Online Banking registration is approved by the Bank and shall remain in full force and effect until termination in accordance with the following provisions.

## **TERMINATION FOR CAUSE**

We may immediately terminate your Online Banking privileges (including Bill Payment and Presentment) without notice to you under the following circumstances:

- you do not pay any fee required by this Agreement when due or
- you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.
- you have not made a payment through Bill Payment and Presentment service for a period of 90 days or more.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

## **TERMINATION FOR CONVENIENCE**

To terminate this Agreement, you must notify the Bank and provide your name, address, the Digital Service(s) you are discontinuing, and the termination date of the Digital Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. You may notify the Bank by one of the following methods:

- By sending an e-mail to [Contact@BooneBankIowa.com](mailto:Contact@BooneBankIowa.com);
- By calling (515) 432-6200;
- By writing a letter and either sending it to the following address: Boone Bank & Trust Co., 716 8th St, Boone, IA 50036 or by giving it to a Customer Service Representative at any of the Bank's locations.

We may close Bill Payment and Presentment due to an inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 90-day period. If your account is closed, you will lose all payee details and payment history.

### **THE BANK'S LIABILITY**

This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking service as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

- If through no fault of the Bank, you do not have enough money in your account to make the transfer.
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
- If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
- If your funds are subject to a legal proceeding or other encumbrance is restricting the transfer.
- If your transfer authorization terminates by operation of law.
- If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
- If you have not properly followed the instructions on how to make a transfer included in this Agreement.
- If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

### **GOVERNING LAW**

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

**Boone Bank & Trust Co.**  
**716 8<sup>th</sup> St.**  
**P.O. Box 428**  
**Boone, IA 50036**

**Lobby: Monday-Friday 8:30am-4:30pm**  
**Drive-Up: Monday-Friday 8:00am-5:00pm**  
**Excluding Federal Holidays**

**Phone: 515-432-6200**  
**Fax: 515-432-6210**

**Contact@BooneBankIowa.com**