

**Geneva State Bank**  
**Business Banker Online Services Agreement**

This Agreement describes Your rights and obligations as a user of Business Banker Online Services. It also describes the rights and obligations of Geneva State Bank (GSB). Please read this Agreement carefully and keep a copy for Your records.

**Agreement**

The terms and conditions of the deposit agreements and disclosures for each of Your GSB accounts, as well as Your other agreements with GSB continue to apply notwithstanding anything to the contrary in this Agreement. You may not transfer or assign Your rights or duties under this Agreement.

**Definitions**

The following definitions apply in this Agreement: "**Business Banker**" is the internet-based service providing access to Your account(s); "**On-line Account**" means any GSB account from which You will be conducting transactions using Business Banker; "**Password**" is the code sent to You by GSB for use during the initial sign-on that establishes Your connection to Business Banker; "**Time of day**" references are to Central Standard Time or Central Daylight Time, as applicable; "**We**" "**Us**" or "**Bank**" refer to Geneva State Bank (GSB); "**You**" or "**Your**" refer to the person(s) or entity subscribing hereto. For purposes of this Agreement, our **Business Days** are Monday through Friday except federal holidays, and begin at 8:30 a.m.

**Account Access**

Business Banker can be used to access only the Bank accounts which You have designated for access by Business Banker on Your authorization worksheet. You can add or delete any of Your Bank accounts from this Agreement by completing and delivering a new authorization worksheet to Geneva State Bank.

**What You Can Do**

The following Business Banker transactions may be performed:

- A. Funds Transfers. You may use Business Banker to perform unlimited funds transfers from Your GSB checking accounts or savings accounts to Your other GSB checking accounts or savings accounts. You may transfer from Your GSB checking or savings account to make loan payments. **Note:** This Agreement imposes no restrictions on the number of transactions from GSB accounts or the amounts which may be transferred, but certain limits and restrictions on the frequency of transfers may be applicable with respect to the particular types of accounts subject to this Agreement, particularly GSB Savings, Investor Plus Money Fund and all Money Market accounts. Transfers from these accounts are considered pre-authorized transfers, and pre-authorized transfers are limited to six (6) per monthly statement cycle by federal regulations. An excess transaction fee may apply to each withdrawal or transfer that exceeds the number of limited transactions You may make each statement period. Please refer to the disclosure documents You received at the time these accounts were established for more detailed information on limitations and restrictions applicable hereto.

- B. Balance Inquiries. You may use Business Banker to check the current balance and other account information on deposit accounts and most loan accounts.
- C. Review transactions on Your checking, savings and loan accounts.
- D. View checks and deposits online.
- E. Set account alerts and notification.
- F. Place Stop Payment Requests.
- G. ACH functions allowing Direct Deposit, Direct Payments and Cash Management.
- H. Generate Wire Transfer Requests.
- I. Utilize Positive Pay.
- J. Order Checks.
- K. Pay bills On-line.

### **Access to Services**

GSB provides an on-line "Demo" to help familiarize You with Business Banker. You will gain access to Your Accounts through the use of Your Internet-enabled device, Your Internet Service Provider, Your user code and Your password. You are responsible for obtaining, installing, monitoring and operating all hardware, software and internet services necessary for performing Business Banker services. The Bank will not be responsible for any errors or failures from the malfunction or failure of Your hardware, software or internet access service.

### **Hours of Operation**

Business Banker is available 24 hours a day, seven days a week, except during special maintenance periods. For purposes of transactions, those received after 2:00 p.m. on business days, and all transactions which are requested on weekends or holidays which GSB chooses to remain closed, will be processed on the next GSB business day. For purposes of this Agreement, GSB's business days are Monday through Friday. Holidays are not included.

### **PINs, Passwords and Security**

GSB will send to You a Password for use during the initial sign-on; then for security purposes, You are required to change Your Password after the initial sign-on. You determine what Password You will use and the identity of Your Password is not communicated to us. Your Password must be a minimum of eight (8) characters and must contain one alpha character and one numeric character. Passwords are case sensitive, so remember exactly how You entered it. For security purposes, You will be required to change Your Password every 180 days, but may change it more often.

We may permit access to Your account information and may accept as authentic any instructions given to Us using Your User ID or password. You are solely responsible for all conduct and transmissions that take place under Your User ID and password. The "**Senior Administrator**" is defined as the individual who originally enrolls in Business Banker. Any other User enabled by that Senior Administrator and granted administrator privileges is defined as "**Administrator**". **You agree to keep and to require your Administrator(s) and User(s) to keep your User IDs and passwords confidential. You agree to notify us immediately if Your User ID or password is lost or stolen or if You believe someone else has discovered Your User ID or password. If You, Your Administrator or Users give Your User ID or password to someone else, You are authorizing that person to act on Your behalf. We may permit such a third party to access Your account information, to make transfers and payments and to otherwise use Business Banker.**

User IDs and/or passwords should be changed whenever any person with access thereto transfers to a new assignment, leaves Your employ or is otherwise no longer authorized to use a User ID or password on Your behalf or if You have any reason to believe that Your User ID or password security has been breached. Your Administrator(s) will have the ability to add, delete, and modify User IDs and passwords and to determine which of Your employees or representatives have access thereto, and the type of access they have (Your "Users"). The Administrator is solely responsible for determining, on Your behalf, who should be trusted with a User ID and password and for supervising their use thereof. You are responsible for all transactions initiated by Your Users even though they engage in transactions that You have not authorized, regardless of the purpose thereof and regardless of whether the User violates Your rules pertaining to use of Business Banker. If a User loses or forgets his or her User ID or password, he or she should contact Your Administrator. If Your Senior Administrator loses or forgets his or her User ID or password, he or she should contact Us. You understand and agree that any one User can initiate transactions (including transfers and payment transactions) using the Business Banker Services, regardless of whether the User was previously an authorized signer on the affected accounts and regardless of whether any of those accounts normally have other restrictions.

You recognize that any requirement of verifying two signatures on checks, if such requirement exists, does not apply to electronic or telephone transfers, and release Bank from liability when making such transfers or payments. This means that any person who is authorized to act as a signer on Your account shall be authorized by You to individually make electronic or telephonic transfers, including online bill payments for Your account, even though that person's authority to transfer or withdraw funds from Your account by some other means (i.e. by check) must be exercised jointly with one or more other persons.

We reserve the right to: (1) monitor and/or record all communications and activity related to Business Banker; and (2) require verification of all requested transfers and payments as we deem appropriate. This means, for example, that We may require Your written or other verification before We make a transfer. Our records will be final and conclusive in all questions concerning whether or not Your User ID or password was used in connection with a particular transaction. If any unauthorized use of Your User ID or password occurs, You agree to: (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance that We request in recovering any unauthorized transfer or payment.

You agree that We are authorized to act on instructions received under Your password. You accept the responsibility for the confidentiality and security of Your password, providing them only to authorized owners or signers on Your account. We undertake no obligation to monitor access rights established by You or to monitor transactions through Business Banker to determine that they are made on behalf of the accountholder.

Upon three (3) unsuccessful attempts at authorization to use the system, You must contact Us to have Your Password reset or to obtain a new temporary password. You agree to assume responsibility for all transactions up to the limits allowed by applicable law.

## **Personal Accounts**

If You use Business Banker to access a personal account with Us, please note that You are solely responsible for the tax consequences of all transfers between Your various business and personal accounts.

Any provisions in this agreement indicating that we are liable for failure to make transfers or payments on time or that we are liable for failure to cancel or discontinue transfers or payments are applicable only to transfers from "consumer accounts" as defined in applicable regulations.

## **Transfers**

You are responsible for the input and verification of all information into Business Banker. Bank shall have no responsibility to determine the accuracy of such information. Bank shall be entitled to rely upon any transfer request reasonably believed by Bank to have been input by You or Your authorized users.

Bank may, in its sole discretion, reject any transfer request if there are insufficient Available Collected Balances in Your authorized account(s) as specified on Your Authorization Worksheet or the transfer request (1) is not authenticated to Bank's satisfaction or which Bank, in good faith, believes may not be authorized by You; (2) contains incorrect, incomplete or ambiguous information; or (3) involves funds subject to a lien, hold, dispute or legal process which prevents their withdrawal. Bank shall incur no liability for any loss to You or to any third person occasioned by Bank's refusal to make such transfer.

Bank shall not be responsible for any loss or liability arising from: Your negligence or breach of this Agreement; any ambiguity or inaccuracy in any book transfer request or in the information set forth in this Agreement given to Bank by You; or from any error, failure or delay in the execution of a book transfer, including without limitation any inoperability of computer or communication facilities, or other circumstances beyond the Bank's reasonable control.

## **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:

- A. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- B. Electronic fund transfers initiated through Business Banker which would result in an overdraft of Your account may, at our discretion, be canceled;
- C. In the event the electronic fund transfers initiated through Business Banker which would result in an overdraft of Your account are not canceled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

## **Automated Clearing House (ACH) Requests**

You have requested that GSB permit You to initiate electronic signals for paperless entries ("Entries") through GSB to accounts maintained at GSB and in other Financial Institutions, by means of the Automated Clearing House (ACH).

A. Rules. You shall comply with the Operating Rules of Business Banker, the Operating Rules of the National Automated Clearing House Association (“NACHA”), and the rules of the Federal Reserve Bank (“Federal Reserve”) in existence as of the date of this Agreement and as amended from time to time (herein collectively referred to as the “Rules”). The terms of this Agreement shall in no way limit Your obligation of complying with the Rules. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term “Entries” shall have the meaning provided in the Rules and shall also mean the data received from Company hereunder from which the Bank prepares Entries, and any request from You for reversal of an Entry. You will be considered the Originator of your entries under the Rules. You agree not to initiate entries that violate the laws of the United States. These laws include, but are not limited to, sanctions enforced by the Office of Foreign Assets Control (OFAC). It is Your responsibility to obtain information regarding OFAC enforced sanctions. You may obtain further information from the OFAC Compliance Hotline at (800)540-OFAC.

B. Delivery Requirements and Scheduling ACH Transactions. All Entries delivered by You to the Bank through Business Banker must be initiated at least one (1) business day prior to transaction effective date. ACH Transactions fall into two categories and are handled differently from a processing perspective.

ACH Transactions entered as an “ACH Transfer” where You enter the transfer information must be entered with the date the Bank should send the item to the Federal Reserve. Entries received by the Bank from You before 1:00 p.m. CST will be processed by the Bank the same day they are received. Entries received by the Bank from You after 1:00 p.m. CST will be processed before the close of business on the next business day. The Receiving Bank will process the item the following banking day.

ACH Transactions sent to the Bank as an “ACH File” must be transmitted to the Bank prior to 1:00 PM on the banking date the file is to be transmitted to the Federal Reserve. Transactions are entered with an effective date, which indicates the date the Receiving Bank should process the items. The Federal Reserve will only process debit transactions one banking day prior to the effective date and credits two banking days prior.

To fully complete the transaction, Entries must also be processed by the Receiving Depository Financial Institution (RDFI) over which the Bank has no control. The Bank cannot and does not guarantee the date a transaction will be completed.

C. Security Procedures. The Bank’s Security Procedures may include a telephone call to Your authorized representatives listed on the authorization worksheet to verify the ACH Entry that has been submitted. Your authorized contact will be asked by the Bank for debit and credit dollar totals as well as Entry counts. Failure by Your authorized contact to verify this Entry information may result in a processing delay. You are strictly and solely responsible to establish and maintain procedures to safeguard against unauthorized transmissions of Entries. You warrant that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and of any passwords, codes, security devices and related instructions provided by the Bank in connection with the Security Procedures. If you believe or suspect that any such information or instructions are known or have been accessed by unauthorized persons, You shall notify the Bank immediately.

D. Transfer Limits. You agree not to exceed the total file, daily or monthly dollar limits for the aggregate amount of all payment orders received by the Bank and in process of settlement. Payment orders greater than the total file, daily or monthly dollar limits established will be processed upon the Bank's validation of the file with confirmation from Your authorized representative listed on the authorization worksheet. Processing delays may result if the Bank is unable to perform this validation.

E. Consumer Authorizations and Record Retention. Before the initiation by You of the first Entry to or from a Consumer's Account, You shall obtain from such Consumer an authorization to initiate one or more Entries to or from the Consumer's Account, which authorization shall comply with the Rules. You shall provide Consumer with a copy of such authorization. Each Entry thereafter shall be made pursuant to such authorization, and no Entry shall be initiated by You after such authorization has been revoked or the arrangement between You and such Consumer has terminated. You shall retain Consumer authorizations for two (2) years after they have terminated and other documents related to Entries for a period of two (2) years. You shall immediately furnish such authorizations and documents to the Bank upon the Bank's request.

F. Pre-notification. You may deliver a pre-notification prescribed by the Rules to the Bank to be transmitted to the Participating Institution at which the Customer's Account is held ("RDFI") within the time limits set forth in the Rules. If You have received notice that such pre-notification has been rejected by the RDFI within the prescribed period, You shall not initiate any corresponding Entry until the cause for rejection has been corrected and another pre-notification has been submitted to, and accepted by, the RDFI in accordance with the Rules.

G. Cancellation and Amendment of Entries. Reversals. You shall have no right to cancel or amend an Entry after it is delivered to the Bank. The Bank, however, shall use reasonable efforts to act on a request by You for reversal of an Entry file pursuant to the Rules; provided, however, that the Bank shall not be liable for interest or losses if such reversal is not effected. Any request by You for reversal of an Entry must comply with the Delivery Requirements and the Security Procedures. You shall reimburse the Bank for any expenses, losses, or damages the Bank may incur in effecting or attempting to effect Your request for the reversal of an Entry.

H. Rejection of Entries. The Bank may reject any Entry for any reason, and shall notify You of such rejection by telephone, electronic transmission, or by United States mail, any one of which shall be considered commercially reasonable. The Bank shall not be liable to You for the rejection of any Entry, for Your non-receipt of a notice given to You, or for the failure to give notice of rejection at an earlier time than provided for herein. The Bank shall not be required to pay You interest on a rejected Entry for the period from rejection to the Entry to your receipt of the notice of rejection.

I. Notice of Returned Entries. The Bank shall notify You by telephone, electronic transmission, or by United States mail, any one of which shall be considered commercially reasonable, of the receipt of an Entry returned by the ACH to the Bank. The Bank shall have no obligation to re-execute a returned Entry.

J. Unauthorized Entries. An Entry delivered to the Bank that purports to have been transmitted or authorized by You shall be effective as your Entry as provided herein even if Entry was not in fact authorized by You, provided the Bank has accepted the Entry in compliance with the Security Procedures with respect to such Entry.

K. Authorized Entries. If an Entry received by the Bank was transmitted or authorized by You, it shall be effective as Your Entry as provided herein, even if the Bank did not comply with the Security Procedures with respect to that Entry and even if that Entry was erroneous in any respect or such error would have been detected if the Bank had complied with the Security Procedures.

L. Inconsistent Entries. You acknowledge and agree that (i) if any Entry describes the Receiver inconsistently by name and account number, payment or receipt of the Entry transmitted to or from the Bank to an RDFI may be made by RDFI on the basis of the account number even if it identifies a person different from the named Receiver, and that Your obligations to pay or return the amount of the Entry to the Bank is not excused in such circumstances, and (ii) if an Entry describes the RDFI inconsistently by name and identifying number, payment or receipt of the Entry may be made by the RDFI on the basis of the account number even if it identifies an RDFI different from the named RDFI, and that Your obligation to pay the amount of the entry to the Bank is not excused in such circumstances.

M. Provisional Payment. You represent to the Bank and agree that the Bank shall be bound by the provision of the Rules making or receiving payment of an Entry by the RDFI to or from a Receiver provisional until receipt by the RDFI of final settlement for such Entry, and You specifically acknowledge that You has received notice of that Rule and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and You shall not be deemed to have paid or been paid by the Receiver the amount of the Entry.

N. Your Account. You shall at all times maintain sufficient available funds in a deposit account at the Bank (“Account”) to pay the amount of all Entries, fees and other amounts that You are obligated to pay the Bank under this Agreement. The Bank in its sole discretion may require You to have sufficient available funds in the Account to cover the amount of an Entry prior to the Bank’s transmittal of such Entry to an ACH or the Bank’s crediting or debiting of a Receiver’s account in the amount of an On-Us Entry. In the absence of such a requirement, You shall be obligated to have such available funds in the Account at such time on the Settlement Date with respect to such Entry, or in the case of an On-Us Entry, the date of crediting or debiting the Receiver’s account, as the Bank, in its discretion, may determine. The Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the Account, and may credit the Account for any amount to which You are entitled under this Agreement. If there are insufficient funds available in the Account to pay amounts You owe the Bank under this Agreement, You shall pay any amounts due immediately upon demand, and You agree that the Bank may debit any account maintained by You with the Bank or that the Bank may set off against any amount it owes to You, in order to obtain payment of Your obligations.

O. Notices and Statements. The Bank is not required to and will not provide You or Your Consumers with notice of receipt or the Bank’s transmittal, or crediting or debiting of Entries. Entries and other debits and credits to the Account will only be reflected on the periodic statement for the Account. You shall notify the Bank of any unauthorized or erroneous Entries or any other discrepancy or error on the periodic statement within fourteen (14) calendar days of receipt of the statement, after which the statement will be conclusively presumed to be correct. The Bank shall not be liable for any interest or losses resulting from your failure to give such notice.

P. Credit Review. You are subject to satisfactory credit review by the Bank from time to time, at the Bank's sole option and discretion, and in accordance with the Bank's established credit criteria. You shall, upon the Bank's request, provide to the Bank any such credit-related information and assistance as the Bank may require to perform any such review. Failure of You to meet such standards in the sole discretion of the Bank or to provide such information or assistance when requested shall constitute a breach of this Agreement and shall permit the Bank to terminate this Agreement.

### **Wire Transfer Requests**

You and Your authorized representatives desire to originate the wire transfer of funds in accordance with the terms of this Agreement, and the Bank is willing to act as Your originating and receiving Bank for that purpose, but only with respect to those payment orders of You which the Bank originates and accepts. Terms used in this Agreement shall have the meanings provided in the Nebraska Uniform Commercial Code.

A. Purpose and Scope. You shall maintain at all times during the term of this Agreement a balance of immediately available funds in these account(s) sufficient to meet your payment obligations under this Agreement. The Bank may, without prior notice or demand, obtain payment of any amount due and payable to the Bank under this Agreement by debiting any or all of the account(s). In the event there are not sufficient funds available in the account(s) to meet your payment obligations under this Agreement, in order to obtain payment of such obligations, the Bank shall be entitled to debit any account maintained by you with the Bank or any affiliate of the Bank and/or shall be entitled to set off the amount of such obligations against any amount the Bank owes to you.

B. Verification of Payment Order. The Bank may take any action in an attempt to verify that a payment order (or request for cancellation of a payment order) which the Bank receives from you is that of you, or in order to detect error in the transmission or the content of a payment order (or request). The Bank shall not be liable for failing to take or correctly perform such additional actions.

C. Transmittal. All **Domestic** payment orders from You must be received by the Bank on a business day by 1:00 p.m. CST. All **International** payment orders from You must be received by the Bank on a business day by 12:00 Noon CST. Payment orders shall be deemed received by the Bank only when received in compliance with this Agreement. If payment order from You is received by the Bank after the cut-off time on a business day, such payment order shall be treated as being received by the Bank at the opening of the Bank's next business day.

D. Inconsistency of Name and Number. If a payment order describes an intermediary Bank or a beneficiary's Bank inconsistently by name and number, execution of such payment order might be made by the Bank based solely upon the number, even if the number identifies a Bank different from the named Bank or identifies a person who is not a Bank, and your obligations for the payment order as provided in this agreement shall not be excused in such circumstances. If a payment order describes a beneficiary inconsistently by name and account number, payment of such payment order might be made by the beneficiary's Bank based solely upon the account number, even if the account number identifies a person different from the named beneficiary, and your obligations for the payment order as provided in this Agreement shall not be excused in such circumstances.

E. Execution. The Bank shall process orders received from You based solely upon information received from You. Bank shall execute each payment order received from You by issuing and transmitting to the Correspondent Bank, on the execution date, a corresponding payment order which complies with and is intended to carry out the payment order received from You. Bank shall have no duty or obligation to process, execute on such execution date, or otherwise accept any payment order from You which the Bank receives after the cut-off time, or which does not otherwise comply strictly with this Agreement and with applicable law. Nonetheless, if the Bank receives a payment order or that payment order be delayed longer than the next business day after the execution date, shall execute such payment order on the Bank's next business day after the execution date. Bank shall promptly notify You by telephone, by electronic transmission, or by United States mail, any one of which shall be considered commercially reasonable, of the date each transfer from You is debited and credited by the Bank to the appropriate accounts and the total dollar amount of such transfer.

F. Rejection of Payment Orders by Bank. The Bank shall reject any payment order it receives from You which does not comply with the requirements set forth in this Agreement. Except as expressly prohibited by law, the Bank, in its sole and absolute discretion, shall have the right to reject any payment order it receives from You if such payment order does not comply strictly with the other requirements set forth in this Agreement or if You fail to comply with the account balance obligations set forth in this Agreement. Bank shall promptly notify You by telephone, by electronic transmission, or by United States mail, any one of which shall be considered commercially reasonable, of the Bank's rejection of a payment order and the reason for such rejection no later than the execution date or the payment date. Rejection shall be effective when such notice is given.

G. Cancellation or Amendment. You shall have no right to cancel or amend any payment order after such payment order has been received by the Bank. However, the Bank shall use reasonable efforts to act on a request by You to cancel a payment order, whether prior to or after the Bank's acceptance of such payment order, provided such request for cancellation is transmitted to the Bank and complies strictly with this Agreement. In no event shall the Bank be liable if such cancellation is not effected.

H. Rejection of Payment Orders. If the Bank receives notice that a payment order issued and transmitted by the Bank to the Correspondent Bank to carry out a payment order from You is rejected, the Bank shall notify You by telephone, electronic transmission, or by United States mail, any one of which shall be considered commercially reasonable, of such rejection. Such notice shall identify the rejected payment order, state the date on which the Bank received notice of such rejection, and state any reason given for such rejection. Except for a payment order transmitted by You in accordance with this Agreement, the Bank shall have no obligation to retransmit a rejected payment order if the Bank complied with this Agreement with respect to the original payment order.

I. Payment. At the time the Bank executes a payment order from You, You shall pay the Bank, with immediately available funds on deposit in an Authorized Account listed on the Enrollment Form, the amount of such payment order and applicable fees. If You fail to pay for a payment order in accordance with this Agreement, the Bank shall be entitled to process and transmit a request for cancellation of the payment order which the Bank processed and transmitted to carry out Your payment order. This right to process and transmit a request for cancellation is not exclusive, but rather is in addition to all other legal and equitable rights and remedies to which the Bank is entitled.

J. Reconciliation. All payment orders executed debited and credited to the appropriate accounts by the Bank under this Agreement will be reflected on Your periodic statements issued by the Bank with respect to the Authorized Accounts listed on the Enrollment Form. You shall notify the Bank promptly of any discrepancy concerning any payment order. If You fail to notify the Bank of any such discrepancy within fourteen (14) days after You receive, whether in a periodic statement or otherwise, sufficient information to detect such discrepancy, the Bank shall not be liable for, and You shall indemnify and hold the Bank harmless from any loss of interest with respect to any such payment order and other loss which could have been avoided had You given such notice. If You fail to notify the Bank of any such discrepancy within three (3) months after You receive, whether in a periodic statement or otherwise, sufficient information to detect such discrepancy, You shall be precluded from asserting such discrepancy against the Bank.

K. Representations and Warranties. In addition to the other representatives and warranties contained in this Agreement, You represent and warrant to the Bank that (a) all payment orders transmitted by You to the Bank are and will be limited to those types of payment orders described in this Agreement; and (b) You shall be bound by and comply with all applicable laws, rules and regulations. These laws include, but are not limited to, sanctions enforced by the Office of Foreign Assets Control (OFAC). It is Your responsibility to obtain information regarding OFAC enforced sanctions. You may obtain further information from the OFAC Compliance Hotline at (800)540-OFAC.

### **Positive-Pay Request**

Business Banker allows You to direct the Bank to pay a specific check You have written, by transmitting a list of such checks to the Bank using Business Banker. Any positive payment order will stay in force until paid or You have given written order to have the check removed from the file. You agree to indemnify Bank against any loss for the amount of said check and all expenses, costs and consequential damages, if any, incurred by Bank because of payment of a positive payment order. You agree to indemnify Bank against all expenses, costs, and consequential damage, if any incurred by Bank because of Bank's non-payment of a check which was not included on a positive pay file transmission. You agree to indemnify Bank against any loss for the amount of said check and all expenses, costs and consequential damages, if any, incurred by Bank because of payment or non-payment of an exception item that was not reviewed by You.

### **Consumer Liability**

Tell us AT ONCE if You believe Your code has been lost or stolen. Telephoning is the best way of keeping Your possible losses down. You could lose all the money in Your account (plus Your maximum overdraft line of credit). If You tell us within two (2) business days, You can lose no more than \$50 if someone used Your code without Your permission. If You believe Your code has been lost or stolen, and You tell us within two (2) business days after You learn of the loss or theft, You can lose no more than \$50 if someone used Your code without Your permission.

If You do NOT tell us within two (2) business days after You learn of the loss or theft of Your code, and we can prove we could have stopped someone from using Your code without Your permission if You had told us, You could lose as much as \$500.

Also, if Your statement shows transfers that You did not make, tell us at once. If You do not tell us within 60 days after the statement was mailed to You, 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.

## **Contact in Event of Unauthorized Transfer**

If You believe Your code has been lost or stolen or that someone has transferred or may transfer money from Your account without Your permission, call (402) 759-3114 or contact us in person at 896 G Street, Geneva, Nebraska.

## **Stop Payment Requests**

You may initiate stop payment requests on-line via Business Banker only for paper checks You have written (non-electronically) on Your bank accounts that have not yet been paid by the Bank or for a preauthorized electronic fund transfer from Your account by notifying the Bank orally or in writing, and with respect to a preauthorized electronic fund transfer.

We must receive the notice at least three (3) business days before the scheduled date of the transfer. Stop payment requests are processed when the stop payment has been requested online. To be effective, this type of stop payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check.

A stop payment request received by Us via Business Banker will be treated by Us as a temporary notice for stop payment. We will generate and mail to You a stop payment authorization form. We require You to send back to the Bank the signed authorization form and get it to us within 14 days after You initiate the stop payment. Once we have received Your signed authorization, the stop payment will remain in effect for six months. You will incur stop payment charges as disclosed in the current "Schedule of Fees" for the applicable account. Any loss suffered by You due to Your failure to accurately identify the item to be stopped in the stop payment request will be Your responsibility and not that of the Bank. You understand that it is Your responsibility for determining whether a check You have written from Your account has or has not previously paid, and not the responsibility of the Bank.

At the time You submit a stop payment request via Business Banker, You agree to access the appropriate account through Business Banker, and to review prior account statements and Your other records, and determine whether the check to which the stop payment order relates has or has not already been paid. You understand Business Banker's account history is for only the current and previous limited month's activity. A review of prior records may be warranted in addition to using Business Banker.

Stop payment requests remain in effect for six (6) months, unless renewed for a successive six-month period. GSB may clear any item that is presented following the lapse of any stop payment order.

Stop payment requests may be cancelled by providing authorization to Us or by writing to Us. Stop payment requests are automatically cancelled when the account on which the check is drawn is closed.

Under certain requirements, a holder of a check may be entitled to enforce payment against You even when a stop payment request is in effect.

## General Terms

We reserve the right to change the charges, fees or other terms described in this Agreement. When changes are made to any fees, charges, or other material terms, We will update this Agreement, and either send a notice to You at the address shown on our records, or send You an electronic mail message. The notice will be posted on the GSB web site or mailed to You by first-class mail at Your last known address at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in Your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, We will provide You with an electronic or written notice within thirty (30) days after the change. As always, You may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. Changes to fees applicable to specific accounts are governed by the applicable Deposit Account Disclosure and Schedule of Services and Fees. You agree that all charges will be deducted from a designated GSB checking account of Your choice.

## Errors and Questions

In case of errors or questions regarding Business Banker or if You think Your statement is wrong, or if You need more information about a transfer listed on the statement, call us as soon as You can at 402-759-3114 or write us at

Geneva State Bank  
Attention: Internet Banking  
P.O. Box 313  
Geneva, NE 68361

We must hear from You at the specified telephone number or address no later than sixty (60) days after we sent You the **first** statement on which the problem or error appeared. We will need:

1. Your name and account number;
2. A description of the error or the transfer question, and an explanation concerning why You believe it is an error or the need for more information;
3. The dollar amount of the suspected error; and
4. The date on which it occurred.

If the report was made orally, We may require that You send to Us the complaint or question in writing within ten (10) business days of the oral report. We will attempt to notify You of the results of the investigation within ten (10) business days of the oral or written report, as the case may be, and will correct any error promptly. If more time is needed, however, We may take up to forty-five (45) business days to investigate a complaint or question. If this occurs, We will credit Your account within ten (10) business days of notification for the amount You think is in error. This will allow You to use 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 ten (10) business days, We may not credit Your account.

If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, We may take up to ninety (90) days to investigate Your complaint and We may take up to twenty (20) Business Days to credit Your account for the amount You think is in error.

We will send You a written explanation within three (3) Business Days after the investigation is complete. If We decide that there was no error, We will send to You a written explanation. You may request copies of the documents that We used in the investigation.

You agree that GSB may respond to You by electronic mail with regard to any claim of unauthorized electronic fund transfer related to the Business Banker Service. Any such electronic mail sent to You by GSB shall be considered received within three (3) days of the date sent by GSB, regardless of whether or not You sign on to the Business Banker service in that time frame.

### **Other Agreements**

In addition to this Agreement, You and GSB agree to be bound by and comply with the requirements of the agreements applicable to each of Your Online Accounts. Your use of Business Banker is Your acknowledgment that You have received these agreements and intend to be bound by them.

You should review other disclosures received by You when You opened Your accounts at GSB, 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.

### **Modifications to this Agreement**

GSB may modify the terms and conditions applicable to any service from time to time upon mailing or delivering a notice of the modification to You at the address shown on our account records, and the revised terms and conditions shall be effective by the earliest date allowed by applicable law. We may send any notice to You via electronic mail and You will have been deemed to receive it three (3) days after it is sent. We reserve the right to terminate this Agreement and Your use of the Business Banker services in whole or in part at any time without prior notice.

### **GSB's Responsibility to Its Customers**

GSB will be responsible for Your actual losses if they were proximately caused by:

1. Our failure to make an electronic fund transfer, in accordance with the terms and conditions of this Agreement and Your account agreement, in the correct amount or in a timely manner when properly instructed by You to do so;
2. Our failure to make an electronic fund transfer due to insufficient funds when We have failed to credit, in accordance with the terms and conditions of this Agreement and Your account agreement, a deposit of funds to Your account which would have provided sufficient funds to make the transfer; or
3. Our failure to stop payment of a preauthorized transfer from Your account when instructed to do so in accordance with the terms and conditions of this Agreement and Your account agreement.

We will not be responsible for Your losses if:

1. Your account has insufficient funds;
2. The funds in Your account are subject to legal process or other encumbrance restricting such transfer;
3. Such transfer would exceed an established credit limit;
4. An act of God or other circumstances beyond our control (eg. fire, flood, power outage, equipment or technical failure or breakdown) which prevents the transfer, despite reasonable precautions we have taken;
5. Your transfer authorization terminates by operation of law;
6. You believe someone has accessed Your accounts without Your permission and You fail to notify us immediately;
7. You have not properly followed the scheduling instructions on how to make a transfer included in this Agreement;
8. We have received incomplete or inaccurate information from You or a third party involving the account or transfer; or
9. We have 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.

There may be other exceptions stated in this Agreement and in other agreements with You. In no event shall We be liable for damages in excess of Your actual loss due to our failure to complete a transfer, and We will not be liable for any incidental or consequential damages.

If any of the circumstances listed above shall occur, We shall assist You with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

### **Confidentiality**

We will not disclose Your personal information to third parties unless:

1. You request or authorize the disclosure in writing;
2. The disclosure is necessary to complete a transfer or transaction;
3. The disclosure is needed to verify the existence and the condition of Your account for a third party, such as a credit bureau or merchant; or
4. The disclosure is needed to comply with government or court orders, other reporting requirements or as lawfully permitted.

### **Statements**

You will continue to receive Your regular account statement either monthly or quarterly, depending on the type of account.

## **Termination**

You are responsible for complying with all terms of this Agreement and with the terms of the agreement governing the deposit accounts which You access using Business Banker. We can terminate Your Business Banker privileges under this Agreement without notice to You if You do not pay any fee required by this Agreement when due, if You do not comply with the Agreement governing Your deposit or loan accounts, or Your accounts are not maintained in good standing. We will promptly notify You if we terminate this Agreement or Your use of the services for any other reason.

To cancel Business Banker, You must notify GSB and provide Your name, address, that You are discontinuing Business Banker, and the effective date to stop. You may notify GSB by one of the following methods:

1. By calling 402-759-3114 Monday through Friday from 8:30 a.m. to 4:00 p.m. Central Standard Time; or
2. By writing a letter and sending it to the following address:

Geneva State Bank  
Attention: Internet Banking  
P.O. Box 313  
Geneva, NE 68361

**Governing Law** This Agreement is governed by the laws of the State of Nebraska and applicable federal law.

## **Fee Schedule**

- You agree to pay the fees and charges for your use of Business Banker Online Services as set forth in the current fee schedule attached hereto. You agree that all such fees and charges will be deducted from the account designated as the “Service Charge Account” on Your Authorization Worksheet. If You close Your “Service Charge Account”, You must contact Us immediately to designate another account as Your “Service Charge Account”. You agree to pay additional reasonable charges for services You request which are not covered by this Agreement. You are responsible for the telephone and internet service fees You incur in connection with Your use of Business Banker Online Services.
- Stop payment, Non-sufficient Funds fees, research fees, excess transaction fees and other applicable account fees will be applied as disclosed in the Geneva State Bank Account Disclosure and Fee Schedule. Refer to Your copy for detailed information.

## **On-line Bill Payment Service:**

You may choose to enroll for On-line Bill Payment and use Your Internet-enabled device to pay bills and in some cases receive bills electronically.

The bill payment service is provided by CheckFree Corporation. Users of Geneva State Bank On-line Bill Payment service are subject to the Terms and Conditions set forth by CheckFree Corporation. Please refer to such Terms and conditions for a complete disclosure of CheckFree’s Privacy Policy. Payments are posted against Your balance available for withdrawal, as defined in the bank’s Funds Availability Policy.

On-line Bill Payment Fee Schedule:

- You will be allowed to make up to 15 transactions per month at no charge - transactions are \$.50 each over 15
- If you schedule no transactions during a month, You will incur a \$6.00 fee for that month
- These other fees may be associated with On-line Bill Payment
  - Non-Sufficient Funds Fee: \$25 per item
  - Bill Payment Recall Fee: \$15 per item
  - Stop and Re-issue Fee: \$15 per item
  - Overnight Delivery Fee: \$15

The charge for On-line Bill Payment is in addition to any other fees and charges that apply to Your accounts.

By pressing the **Accept** button, You acknowledge that You have received the Business Banker fee schedule and agree to enter into this Agreement, and to comply with and be bound by the terms and conditions of this Agreement. You also represent that You have all necessary rights, power and authority to make this Agreement on behalf of the customer organization(s) covered by this Agreement.