

## Geneva State Bank On-line Banking Agreement

This Agreement describes Your rights and obligations as a user of the On-line Banking service. 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: "**On-line Banking**" 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 On-line Banking; "**Password**" is the code sent to You by GSB for use during the initial sign-on that establishes Your connection to On-line Banking; "**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.

### What You Can Do

The following On-line Banking transactions may be performed:

- a. Funds Transfers. You may use On-line Banking 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 On-line Banking to check the current balance and other account information on all deposit accounts and most loan accounts.
- c. Review transactions on Your checking, savings and loan accounts.
- d. Set account alerts and notification.
- e. Stop Payment Requests.
- f. Order Checks.
- g. Pay bills On-line.

## **Access to Services:**

GSB provides an on-line “Demo” to help familiarize You with the On-line Banking. 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 On-line Banking 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**

On-line Banking 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.

## **Use of Your Password**

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. 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 it only to authorized owners or signers on Your account. 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.

## **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 On-line Banking 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 On-line Banking 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 On-line Banking, You agree to access the appropriate account through On-line Banking, 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 paid. You understand On-line Banking'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 On-line Banking.

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 On-line Banking 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 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 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 On-line Banking 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 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 it in writing;
2. The information is necessary to complete a transaction;
3. It's needed to verify the existence and the condition of Your account for a third party, such as a credit bureau or merchant; or
4. It's 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.

## **Inactivity / 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 On-line Banking. We can terminate Your On-line Banking 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.

We may convert Your account to inactive status if You do not sign on to On-line Banking or do not have any transaction scheduled through On-line Banking during any consecutive ninety (90) day period. If Your account is considered inactive, You must contact us to have the On-line Banking activated before You will be able to schedule any transaction through On-line Banking.

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

1. By initiating cancellation by communicating through our web site;
2. By calling 402-759-3114 Monday through Friday from 8:30 a.m. to 4:00 p.m. Central Standard Time; or
3. 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**

- GSB offers the benefits and convenience of On-line Banking to You for no charge.
- 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 this 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: \$22 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 **I Accept** button, You agree to enter into this Agreement by electronic means and to comply with and be bound by the terms and conditions of this Agreement.