

## **Home Trust & Savings Bank**

[www.hometrustedbank.com](http://www.hometrustedbank.com)

### **Terms & Conditions**

Please read the following Electronic Banking Agreement before you sign the enrollment form.

#### **GENERAL TERMS**

This agreement (the "Agreement") made between you and us for accessing your Home Trust & Savings Bank accounts via the Home Trust & Savings Bank's Electronic Banking includes certain disclosures for electronic funds transfer and terms and conditions governing the use of available services offered through the Home Trust & Savings Bank's Electronic Banking. As used in this document, the words "We", "our", and "us" mean the Home Trust & Savings Bank and the words "you", and "your" mean the account holder(s) and anyone else with authority to deposit, withdraw or exercise control over the funds in the account. By using the Electronic Banking Services, you agree to abide by the terms and conditions of this agreement and acknowledge your receipt and understanding of the disclosures contained in this agreement. Please read this agreement carefully and keep a copy for your records.

This agreement is in addition to other agreements between you and us, including the applicable deposit account disclosure agreement (s) and terms and conditions, and our rules and regulations as well as your loan agreements with us. If there is a conflict between the terms and conditions of the agreement and the terms and conditions of any other agreements between you and us, as it relates to Electronic Banking, this agreement will control.

Your use of Electronic Banking Services may be made by use of certain numbers, codes, marks, signs, passwords (PINS), public or private keys or other means which are acceptable for us to establish your identity and acceptance of the electronic communications. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

We may, from time to time, introduce new Electronic Banking Services. We will notify you of the existence of these new Electronic Banking Services. By using new Electronic Banking Services when they become available, you agree to be bound by the rules governing these new Electronic Banking Services.

**Business Days/Hours:** The term "Business Day" shall mean every day except Saturdays, Sundays, and Federal Banking Holidays. Our business hours are 9:00 am to 4:00 pm Central Time, Monday through Thursday; 9:00 am to 5:30 pm Central Time, Friday.

#### **THE SERVICE**

##### **Eligible Accounts**

To access your accounts through the Home Trust & Savings Bank's Electronic Banking, you must have at least one eligible account with us. For purposes of the agreement, the term "Eligible Account" includes the types of deposit and credit accounts that are identified below. If you have more than one Eligible Account, we will "Link" the relationships together unless you request certain accounts not be linked. Accounts that are linked under Electronic Banking Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account. Any non-linked account will not be accessible through Electronic Banking. An Account that requires two or more signatures to make withdrawals or with special withdrawal restrictions may not be designated as an Eligible Account.

The following are Eligible Accounts: Checking, Savings, Money Market Investment Accounts, Certificates of Deposit, IRAs, Commercial, Installment and Real Estate Loans.

### **Access Codes**

To initially access Online Banking Service, the Bank will assign you a temporary password. With your first access to Online Banking, you will be asked to designate a new password that has certain specifications. The Online Banking Instructions will explain the specifications. You will also be required to change your Password periodically to enhance security. You will use the same User Name / Password to access Mobile Banking.

You agree to keep your Home Trust & Savings Bank Electronic Banking Password confidential to prevent unauthorized access to your accounts and to prevent unauthorized use. For security purposes, we recommend that you memorize your Password. If you choose to write it down, store it in a secure place.

If you suspect your Password is lost or in the hands of an unauthorized user, tell us AT ONCE. Telephone us at 641-732-3763. We reserve the right to block your access to Electronic Banking Services to maintain or restore security to our web site and systems, if we reasonably believe your Password has been or may be obtained or is being used or may be used by an unauthorized person(s).

### **Equipment and Software**

To access the Home Trust & Savings Bank's Electronic Banking Services you must have an active account with an Internet Service Provider (ISP), and Internet browser software program from software publisher(s) (Internet Explorer or Netscape) with version number(s) 4.0 and above with a 128-bit encryption that we may specify from time to time. You are responsible for, at your expense, obtaining, installing, maintaining, and operating all equipment you use. We do not warrant nor will be responsible for any errors or failures from the malfunction or failure of your equipment.

### **Description of Services**

Account information

You can specifically obtain the following information:

- 1) Obtain certain account history for the current and previous statement cycles and export this information directly to your computer in a variety of file formats such as Quicken or Microsoft Money.
- 2) Obtain interest information on your interest-bearing deposit accounts and loan accounts.
- 3) Obtain account-related information such as current balances, loan payment amounts, payment due dates, and time certificate of deposit maturity dates.

Funds Transfers

You may:

- 1) Transfer funds from checking to checking
- 2) Transfer funds from checking to savings
- 3) Transfer funds from savings to savings
- 4) Transfer funds from savings to checking
- 5) Make payments from checking to loan accounts with us
- 6) Make payments from savings to loan accounts with us

All transfers between deposit accounts will occur at the earliest possible time. You may make arrangements for payment to loan accounts described above to occur at the earliest possible time, at a date in the future, or on a recurring basis.

Transfers made after 5:00pm Central Time will normally not be credited until the next business day.

You will be provided a confirmation number with each transfer. Please write down this number when you receive it. It helps us to resolve any questions you may have concerning your transactions.

**Duplicate Transactions:** It will be the customer's responsibility to detect duplicate transactions. The Home Trust & Savings Bank will pay all transactions initiated electronically by the customer unless there are insufficient funds or uncollected funds.

**Holds:** If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

You agree that you will instruct us to make a transfer only when a sufficient balance is or will be available in the designated account at the time of the transfer.

You understand that we will not act on any transfer from you if sufficient funds are not available in the account that you designated.

Your ability to make transfers from your savings accounts and money market accounts is restricted by Federal Reserve Board Regulation D. For each of your savings' accounts, you are prohibited from making more than six pre-authorized transfers per month. For your money market account, you are prohibited from making more than six pre-authorized transfers per month. Pre-authorized transfers include transfers made through the Home Trust & Savings Bank's Electronic Banking Service. The following transfers do not count towards your limit: 1) transfers from your savings account or money market account to repay any amounts owed to the Home Trust & Savings Bank for loans and associated expenses; 2) transfer made by mail, messenger, ATM or in person, or; 3) withdrawals authorized by you by telephone if the funds are mailed to you by check. Once a savings account or money market account has violated the Regulation D limits, The Home Trust & Savings Bank will notify you and may convert the account to a transaction type account.

**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 make every effort to remedy the situation; however, we cannot assume any responsibility:

- If through no fault of ours, you do not have enough money in your account to make a transfer or if your account has been closed.
- 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 or systems failure) prevent the transfer, despite reasonable precautions that we have taken.
- If the money in your account is subject to legal process, adverse claims, or other encumbrances restricting transfer.
- If you have not properly followed instructions on how to make a transfer.
- If we have placed a hold on funds in your account in accordance with our reasonable business procedures.
- If we have a reasonable basis for believing that unauthorized use of your password has occurred or may be occurring, if you are in default under this agreement with us, if we or you terminate the Agreement, or if we have suspended your use of the Home Trust & Savings Bank's Electronic Banking Service.

- 1. Hours of Operation** You can access banking services through the Home Trust & Savings Bank's Electronic Banking 24 hours a day, seven days a week. However, at certain times, some or all of the services may not be available due to system or Internet maintenance. If we need to change the scope of Electronic Banking, we will attempt to provide prior notices of such interruptions and changes, but cannot guarantee that such notice will be provided.

A transfer between deposit accounts initiated through Electronic Banking before 5:00pm Central Time on a business day will be posted to your account on the same day. Transfers initiated on a Saturday, Sunday or a federal holiday will be posted on the next business day. Credits to loan accounts initiated through Home Trust & Savings Bank's Electronic Banking may take up to two business days to post.

- 2. Electronic Messaging** Sending electronic messages to us through the Home Trust & Savings Bank's web site allows you to contact us with questions and the bank to contact you with notices and disclosures. However, e-mail is neither secure (encrypted) nor available after you log-on to Electronic Banking. THEREFORE, WE ASK THAT YOU NOT USE E-MAIL TO INITIATE BANKING TRANSACTIONS.

You agree that we may send you or make available to you notices, disclosures, and other information electronically including, but not limited to, notices, disclosures, and other information required under the Electronic Funds Transfer Act and Regulation E of the Federal Reserve Board. If you have given us an e-mail address or postal address, we are entitled to rely on that address and assume that messages sent to that address are received by you until you give us notice in writing or by e-mail that the address is no longer valid. If we send you a notice or disclosure electronically, and you wish to download or print it and are unable to do so, contact us at the mailing address or telephone number in the Error Notice section of this agreement or send us an e-mail and we will provide you with a copy on paper

- 3. Limitation of Liability Relating to Electronic Banking** Except as otherwise provided in this agreement or otherwise expressly provided by applicable law or regulation, you agree that neither we nor any party that provides Internet access or provides equipment used to access the Electronic Banking Services or any agent, independent contractor, or subcontractor of any of the foregoing will be liable for any loss, injury, or damage including without limitation, direct, indirect, incidental, special, consequential, or punitive damaged, whether under a contract, tort or any other theory of liability, arising in any way of the installation, use or maintenance of Electronic Banking Services, or of the Internet access provider used to access the available Electronic Banking services, including without limitation any loss, injury, or damage relating to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception or access to your communications with us, even if we or the Service Providers are aware of the possibility of such event.
- 4. Periodic Statements** You will receive a monthly account statement from us for your checking and money market deposit accounts. You will receive a monthly account statement from us for your savings account that has the same account number as your checking account or if there are transfers from the savings account in a particular month. In any case, you will receive a savings statement at least semi-annually.
- 5. Preauthorized Payments** Right to stop payment and procedures 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 is how: Call Customer Service at 641-732-3763 or write us at the Home Trust & Savings Bank, PO Box 150, Osage, Iowa 50461-0150, in time for us to receive your request five (5) business days or more before the payment is scheduled to be made. If you call, we may require you to put your request in writing to us within 14 days after you call.
- 6. Confidentiality** We will disclose information to third parties about your account or the transfer you make: 1) where it is necessary for completing transfers; 2) in order to verify the existence and condition of your account for third party, such as a credit bureau or merchant; 3) in order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process, or in order to give

information to any government agency or official having legal authority to request such information; 4) if you give us written permission.

- 7. Authorization to Obtain Information** You agree that we may obtain and review your credit report from a credit bureau or similar entity. You also agree that we may obtain information regarding your payee accounts in order to facilitate proper handling and crediting of your payments.
- 8. Unauthorized Access** Tell us AT ONCE if you believe your PIN or Password has been lost or stolen. Prompt notification is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within two business days, you can lose no more than \$50. If you do NOT tell us within 2 business days after you learn of the loss or theft of your PIN or password, and we can prove we could have stopped someone from using your PIN or password 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 prevented someone from taking the money if you had told us in time. If you believe your PIN or password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call Customer Service at 641-732-3763 during normal business hours listed in this Agreement. **WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PINS OR PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.**
- 9. Error Resolution** In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed below as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.
  - a. Tell us your name and account number (if any)
  - b. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
  - c. Tell us the dollar amount of the suspected error

If you tell us verbally, we may require that you send us your complaint in writing within 10 business days following the date you notified us. We will determine whether an error occurred within 10 business days (5 business days for BankEasy Check Card point-of-sale transactions and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need 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 (5 business days for BankEasy Check Card point-of-sale transaction and 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already had an established account with us before this account is opened. We will tell you the results within three business days after completing our investigation. If we decided 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.

628 Main Street, PO Box 150  
Osage, Iowa 50461-0150  
www.hometrustedbank.com  
Telephone: 641-732-3763  
Fax: 641-732-5121

Business Days: Monday through Friday (Excluding Federal Holidays)

- 10. Termination** This agreement continues in full force and effect until terminated. You may terminate this Agreement and your use of Electronic Banking Services at any time by calling Customer Service at 641-732-3763 or by sending a written termination notice to The Home Trust & Savings Bank, 628 Main St, PO Box 150, Osage, Iowa 50461-0150. Your termination notices will be confirmed by mail. You authorize us to complete fund transfers until we have had a reasonable opportunity to act upon your termination notice. We may terminate this Agreement and your use of the Electronic Banking at any time without cause or prior notice. That Agreement and your use of Electronic Banking will be terminated automatically if your Eligible Account(s) are closed or access to your Eligible Account(s) is restricted for any reason. This Agreement and your use of Electronic Banking may be terminated at any time without prior notice due to insufficient funds in one of your Eligible Accounts. After termination on such basis, you may again enroll once sufficient funds are available in your Eligible Accounts to cover any fees and other pending transfers or debits. We reserve the right to temporarily suspend Electronic Banking in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your PIN or Password as an indication of attempted security breach. Termination of the Electronic Banking Service does not affect your obligations under the Agreement with respect to occurrences before termination.
- 11. Changes to Charges, Fees or Other Terms** We reserve the right to change the charges, fees or other terms described in this Electronic Banking Agreement. When changes are made to any fees, charges, or other material terms, we will electronically update this Electronic Banking Agreement or send an e-message notice to you at the address shown on our records at least thirty (30) days in advance of the effective date of any additional fees for electronic 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, we will provide you with electronic or written notice within thirty (30) days before 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. We also reserve the option, in our business judgment, to waive, reduce, or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Account Disclosure Statement.
- 12. Security Procedures** By accessing Electronic Banking, you hereby acknowledge that you will be entering a protected website owned by Home Trust & Savings Bank, which may be used only for authorized purposes. The bank may monitor and audit usage of the system and all persons are hereby notified that use of the services constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on these websites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.
- 13. Fees. Fee Schedule** No Fees.