

## **Farm Bureau Bank FSB Internet Banking Agreement**

**FBB Internet Banking Agreement-** This Agreement is a contract that establishes the rules which cover your electronic access to your accounts at Farm Bureau Bank through FBB Internet Banking. By using FBB Internet Banking, you accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of the deposit agreements and disclosures for each of your Farm Bureau Bank accounts as well as your other agreements with Farm Bureau Bank, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

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

**Definitions-** As used in this Agreement, the words “we”, “our”, “us” and “FBB” mean Farm Bureau Bank FSB. “You” and “your” refer to the accountholder authorized by FBB to use FBB Internet Banking under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder’s funds through FBB Internet Banking. “Account” or “accounts” means your accounts at FBB, “Electronic funds transfers” means ATM withdrawals, pre-authorized transactions, point of sale transactions, and transfers to and from your FBB accounts using FBB Internet Banking including bill payments. “FBB Internet Banking Services” means the services provided pursuant to this Agreement, including FBB Bill Payment Service. “Business days” means Monday through Friday. Holidays are not included.

**Access-** To use FBB Internet Banking, you must have at least one account at FBB, access to Internet service, an updated browser with 128 bit-encryption, and an e-mail address. Once you are enrolled, we will send you by e-mail, a confirmation of our acceptance of your enrollment, along with a temporary log-in ID. FBB Internet Banking can be used to access only FBB accounts on which you are a Primary or Secondary signer. Access to your accounts through FBB Internet Banking will be based upon the identification of users. We undertake no obligation to monitor transactions through FBB Internet Banking to determine that they are made on behalf of the accountholder.

**FBB Internet Banking Services-** FBB Internet Banking services and functionalities may vary and can be changed at any time and at our discretion.

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

**Your Password-** For security purposes, you are required to change your password upon your initial login to FBB Internet Banking. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to FBB Internet Banking will be revoked. To re-establish your authorization to use FBB Internet Banking, you must have your password reset.

We recommend that you create a password that utilizes both upper and lower case, alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

**Security-** You understand the importance of your role in preventing the misuse of your accounts through FBB Internet Banking and you agree to promptly examine your paper statement for each of your FBB accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via FBB Internet Banking is encrypted in an effort to provide transmission security and FBB Internet Banking utilizes identification technology to verify that the sender and receiver of FBB Internet Banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the FBB Internet Banking system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing FBB Internet Banking, or e-mail transmitted to and from us, will not be monitored or read by others.

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

**Posting of Transfers-** Transfers between FBB accounts initiated through FBB Internet Banking are posted to your account the same day. Transfers to/from a Non-FBB account initiated through FBB Internet Banking before 5:00 p.m. (Central Time) on a business day will be effective within 1 business day. External Transfers completed after 5:00 p.m. (Central Time) on a business day, Saturday, Sunday or banking holiday, will be effective within 2 business days. FBB Internet Banking identifies transfers based upon the login ID of the user who made the electronic transfer.

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

1. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority.
2. Electronic fund transfers initiated through FBB Internet Banking, which would result in an overdraft of your account, may at our discretion be cancelled.
3. In the event the electronic fund transfers initiated through FBB Internet Banking which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

**Limits on Amounts and Frequency of FBB Internet Banking Transactions-** The number of transfers from FBB accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been

placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

**Change in Terms-** We may change any terms of this Agreement at any time. If the change would result in increased fees for any FBB Internet Banking service, increased liability to you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the FBB Internet Banking web site or forward it to you by secure message or e-mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the FBB Internet Banking Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

**Disclaimer of Warranty and Limitation of Liability-** We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the FBB Internet Banking Services provided to you under this Agreement. We do not and cannot warrant that FBB Internet Banking will operate without errors, or that any or all FBB Internet Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use or access to FBB Internet Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of FBB and its affiliates exceed the amounts paid by you for the services provided to you through FBB Internet Banking. Account balance and activity information are generally updated daily. However, daily updates may not occur due to system maintenance or failure. Farm Bureau Bank is not responsible for any failure to update information, for whatever reason.

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

**Our Right to Terminate/Suspend-** You agree that we can terminate or limit your access to FBB Internet Banking and its features including the Bill Payment and External Transfer service for any of the following reasons:

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

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

1. Secure messaging within the Internet Banking System
2. Email- [services@farmbureaubank.com](mailto:services@farmbureaubank.com)
3. Phone- 1-800-492-3276, Monday-Friday 7am-7pm CST
4. Mail- P.O. Box 33427 San Antonio, TX 78265-3427

**Consent to Electronic Delivery of Notices-** You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the FBB Internet Banking web site or by e-mail. You agree to notify us immediately of any changes in your e-mail address.