

# Online Banking Internet Agreement

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## 1. THE SERVICE

In consideration of the Online Banking services (Services) to be provided by State Bank of Bartley (Bank) as described from time to time in information distributed by State Bank of Bartley to its customers. In the agreement, "Customer" refers to the person(s) subscribing to or using the Service. The Customer Agrees as follows: You may use a Personal Computer ("PC") through an Internet connection to obtain account balances and transaction information. You may also use your PC to obtain statements on your accounts, and to transfer money between your accounts. However, transfers from your savings and Money Market accounts are considered preauthorized transfers, and preauthorized transfers are limited to six (6) per monthly statement cycle by Federal Regulations. By subscribing to the Service you agree to the terms of the Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.

## 2. YOUR PASSWORD

Each individual who has access to Online Banking, including each individual named on joint accounts, must designate an Access ID and Password. Your Access ID must be a minimum of 6 characters, and your Password must consist of at least one (1) letter and one (1) numeric character. The letters are case sensitive. For example, if you enter your password as: 123abc, you cannot use 123ABC. It is recommended that you change your password periodically to enhance security.

## 3. DELIVERY OF YOUR PAYMENTS AND TRANSFERS

You may schedule payments to be initiated on the current business day, on a future date, or on the same date of each month, subject to the restrictions in the Agreement. Although you can enter payment information through the Service twenty-four (24) hours a day, seven (7) days a week, payments can be initiated only on business days. Funds will be deducted from your account on the business day on which a payment is to be "initiated". This date is referred to in this Agreement as the "Transaction Date." If you direct the initiation of a payment to occur on a day other than a business day, it will be initiated on the following business day. Payments and transfers must be scheduled by the normal cut-off time of 2 p.m. (Central Standard Time) on any business day in order for the payment to be initiated for that business day.

## 4. RECURRING PAYMENTS

Recurring payments are those made for the same amount and are made on a weekly, bi-monthly, monthly basis, etc. Once started, recurring payments will be made automatically until you tell us to stop or cancel the payment on-line and we have a reasonable opportunity to react.

## 5. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

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 might be liable for some of your losses or damages. However, there are some exceptions. We will not be liable for instance:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer;
- b. If the money in your account is subject to legal process or other encumbrances restricting transfer;
- c. If the Automated Teller Machine or the merchant where you are making the transfer does not have enough cash;
- d. If the system was not working properly when you started the transfer;
- e. If circumstances beyond our control (such as fire or flood or systems failure) prevent the transfer, despite reasonable precautions that we have taken;
- f. If the payee mishandles or delays handling payments sent by us; or
- g. If you do not allow an adequate number of days between the date of the transaction and the date the payment is due.

## 6. CANCELING TRANSFERS

You may use your PC to cancel a transfer up to 2 p.m. (CST) on the business day your transfer is scheduled to be initiated ("transaction date"). There is no fee for canceling a payment Online.

## 7. STATEMENTS

All transfers and loan payments made with the Service will appear on your monthly account statement. The loan number, payment amount, and date of the payment or transfer will be shown for each payment made through the Service during that month.

## 8. EQUIPMENT

You are solely responsible for the equipment (including your personal computer and software) you use to access the Services. We are not responsible for errors or delays or your inability to access the Services caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the Services nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

## 9. BUSINESS DAYS / HOURS OF OPERATION

Our business hours are 8 a.m. through 3 p.m. (CST), Monday through Friday, except bank holidays. Although payments and transfers can be completed only on business days, the Service is available 24 hours a day, seven days a week, except during maintenance periods.

## 10. NOTICE OF YOUR RIGHTS AND LIABILITIES

Security of your transactions is important to us. Use of the services may therefore require a PIN or PASSWORD. If you lose or forget your PIN or password, please call (308) 692-3333 in Nebraska or 719-955-2800 in Colorado during normal business hours listed above. We may accept as authentic any instructions given to us through the use of your password or PIN. You agree to keep your PIN and password secret and to notify us immediately if your PIN or password is lost or stolen or if you believe someone else has discovered your PIN or password. You agree that if you give your PIN or password to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use the Services. Online Banking Services enables you to change your password; we recommend that you do so regularly. We may be liable for certain security breaches to the extent required by applicable law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to (1) monitor and/or record all communications and activity related to the Services; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your PIN or password was used in connection with a particular transaction.

If any unauthorized use of your PIN 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 requested by us in recovering any unauthorized transfer of funds.

## 11. ERRORS AND QUESTIONS

In cases of errors or questions about your electronic transactions, if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt, telephone us at (308) 692-3333, 8a.m. - 3 p.m. (CST), Monday through Friday, in Nebraska OR 719-955-2800, 8 a.m. – 5 p.m. (MST) Monday through Friday, in Colorado, or write us at:

**State Bank of Bartley**  
**PO Box 100**  
**Bartley NE 69020**  
**PH 308-692-3333**

OR

**Stockmens Bank**  
**601 N. Nevada Avenue**  
**Colorado Springs, CO 80903**  
**PH 719-955-2800**

## 12. AUTHORIZATION TO OBTAIN INFORMATION

You agree that we may obtain and review your credit report from a credit bureau or similar entity.

## 13. TERMINATION

If you want to terminate your access to the Services, call us at (308) 692-3333. **RECURRING TRANSFERS WILL NOT NECESSARILY BE DISCONTINUED BECAUSE YOU TERMINATE ACCESS TO THE SERVICES. IF YOU WANT TO MAKE SURE THAT RECURRING TRANSFERS BETWEEN ACCOUNTS ARE STOPPED, YOU MUST FOLLOW THE PROCEDURES IN THE CANCELING TRANSFERS PARAGRAPH ABOVE.**

We reserve the right to terminate the Services, in whole or in part, at anytime with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Services 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 an attempted security breach. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

#### **14. LIMITATION OF LIABILITY**

Except as otherwise provided in this agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by the Service or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC equipment.

#### **15. WAIVERS**

No waiver of the terms of this agreement will be effective, unless it is in writing and signed by an authorized officer of State Bank of Bartley.

#### **16. ASSIGNMENT**

You may not transfer or assign your rights or duties under this agreement.

#### **17. GOVERNING LAW**

The laws of the State of Nebraska shall govern this agreement and all transactions hereunder. Customer acknowledges that he/she has reviewed this Customer Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.

#### **18. AMENDMENTS**

We can change a term or condition of the agreement by mailing or delivering to you a written notice at least thirty (30) days before the effective date of any such change. We do not need to provide you with any prior notice where an immediate change in the terms or conditions of this agreement is necessary to maintain or restore the security of our system or an account. However, even in these cases, if the change is to be permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement we send you, or within thirty (30) days, unless disclosure would jeopardize the security of our system or an account. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for you in either our Checking or Savings Account records, or e-mail address in which you agreed to receive such notices and/or disclosures.

#### **19. INDEMNIFICATION**

Customer, in consideration of being allowed access to the Services, agrees to indemnify and hold State Bank of Bartley harmless for any losses or damages to State Bank of Bartley resulting from the use of the Services, to the extent allowed by applicable law.

#### **20. SECURITY PROCEDURES**

By accessing the Services, you hereby acknowledge that you will be entering a protected web site owned by State Bank of Bartley, which may be used only for authorized purposes. State Bank of Bartley may monitor and audit usage of the Service, and all persons are hereby notified that use of the Services constitutes consent to such monitoring and auditing. Unauthorized attempts to up-load information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.

#### **21. FEE SCHEDULE**

Online Banking Service Fee: The basic Online Banking service is FREE.  
Research Fee: \$35.00 per hour (minimum of one hour)

#### **ELECTRONIC FUND TRANSFER DISCLOSURE Your Rights and Responsibilities**

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

##### **1. Types and Limitations of Transfers**

- A. Prearranged Transfers. You have arranged for us to:
  - 1. Accept certain direct deposits to your checking account.
  - 2. Accept certain direct deposits to your savings account.
  - 3. Pay certain recurring bills from your check account.
  - 4. Pay certain recurring bills from your savings account.
- B. Limitations of Frequency of Electronic Fund Transfers
  - 1. Transfers from a money market deposit account or a savings account to another account or to third parties by preauthorized, automatic, or telephone transfer are limited to six per month or statement cycle with no more than six by check, debit card or similar

order to third parties.

2. Savings accounts offer three (3) free withdrawals/debits per quarter, with each withdrawal/debit charge in excess of three, a \$.50 per item will be assessed.

C. Electronic fund Conversion & VISA Check Card

1. You may provide your check to a merchant or service provider who will scan the check for the encoded bank and account information. The merchant or service provider will then use this information to convert the transactions into an electronic funds transfer. This may occur at the point of purchase, or when you provide your check by other means such as by mail or drop box.

2. You may access your account(s) by ATM using your Check Card and PIN to:

- a. Withdraw funds from a checking or savings account
- b. Transfer funds from checking to savings or from savings to checking
- c. Get account balance information

3. You may use your debit card for a Point of Sale (POS) purchase at any merchant where VISA is accepted.

4. The following dollar limitations apply to your card:

- a. You may withdraw up to \$500.00 from an ATM each day
- b. You may purchase up to \$1000.00 worth of goods each day

5. Fees

- a. We will charge you \$1.50 for each foreign ATM transaction
- b. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

c. Activity fees may apply depending on your type of account. Please see the [Account Related Fees](#) for details.

D. PC Banking

1. You may access your account(s) by using a computer 24 hrs a day
2. You may transfer funds from checking to savings or savings to checking
3. You have the option to stop payment on a check for a fee of \$15.00 which is automatically debited from your account
4. You may pay your bills 24 hrs a day
5. You may print monthly statements.

**2. Right to Documentation**

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

B. In addition, you will get a monthly account statement from us, unless there are not transfers in a particular month. In any case, you will get a statement quarterly.

C. Terminal Transfers. You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point of sale.

D. Passbook accounts where the only possible electronic fund transfers are preauthorized credits. If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook. In any case, you will get a statement quarterly.

**3. Stop payment Procedures and Notice of Varying Amounts.**

A. Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call or write us at the telephone or address listed above, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may require you to put your request in writing and get it to us within 14 days after you call. We will charge you a \$15.00 fee for each stop payment you give.

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

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

**4. Financial Institution's Obligations.**

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

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
3. There may be other exceptions stated in our agreement with you.
4. If the transfer would go over the credit limit on your overdraft line
5. If the automated teller machine (ATM) where you are making the transfer does not have enough cash
6. If the terminal was not working properly and you knew about the breakdown when you started the transfer.

**5. Disclosure to the Third Parties.** Account information disclosure. We will disclose information to third parties about your account or the transfers you make:

- A. Where it is necessary for completing transfers; or
- B. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- C. In order to comply with any government agency or court orders; or
- D. If you give us your written permission.

**6. Error Resolution.**

In case of errors or questions about your electronic funds transfers account, telephone us at 308-692-3333, or write us at 402 Commercial Street, Bartley, NE 69020 as soon as you can, if you think an error has occurred in your account. We must allow you to report an error until 60 days after the earlier of the day you electronically accessed your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 308-692-3333 or writing us at 402 Commercial Street, Bartley, NE 69020. You will need to tell us:

- Your name and account number.
- Why you believe there is an error, and the dollar amount involved.
- Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have 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.

For errors involving new accounts, Point-of-Sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account you think is in error.

If you report a lost or stolen VISA Debit Card, we will investigate promptly and we will tell you the results of our investigation within 5 business days. If we need more time, however, we may take up to 90 days to investigate your complaint or question. If we decide to do this, we will re-credit your account within 5 business days 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.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

If you need more information about our error-resolution procedures, call us at 308-692-3333.

**7. Consumer Liability.** Tell us AT ONCE if you believe your card and PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and PIN, you can lose no more than \$50.00 if someone used your card and PIN without your permission.

If you do not tell us within 2 business days after you learn of the loss or theft of your card and code, and we can prove we could have stopped someone from using your card and pin without your permission of you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card and PIN has been lost or stolen, call: 308-692-3333, or write: 402 Commercial Street, Bartley NE 69020.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without permission.

Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA Debit Card. This additional limit on liability does not apply to ATM transactions, to using your Personal Identification Number (PIN) which are not processed by VISA or to commercial cards.

**Business Days:** For the purpose of these disclosures, our business days are Monday through Friday. Holidays are not included.

Rev 08/15

## **I AGREE**

\*NOTE: Please DO NOT SEND notification of lost or stolen access ID's or Passwords or Unauthorized Transfers, or other Personal Information (bank account numbers or social security numbers) via E-mail. E-mail is not a secure communication link to the Bank. If you have any questions, please contact us. Thank you!