

## Personal Online/Mobile Terms and Conditions as of August 2025:

### ONLINE BANKING/MOBILE BANKING ACCESS AGREEMENT

Please read the following agreement carefully.

At the end of the agreement, you may choose to select the "I agree" button to confirm your acceptance of all terms and conditions in the following agreement.

If you are interested in business online banking for your commercial accounts to utilize our commercial ACH (Automated Clearing House) Origination Service or commercial Wire Service, you may visit us in person at one of our bank branches. In Grinnell, we are located at 814 Fourth Avenue, Johnston, at 5601 Merle Hay Rd; Marengo at 1101 Court Avenue; Polk City at 205 Broadway St. If you choose, you may also contact our Commercial Services Department by calling 800-236-3187.

This Agreement is a contract which establishes the rules which cover your electronic access to your accounts at Grinnell State Bank through online/mobile banking. By using our online/mobile 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 Grinnell State Bank accounts as well as your other agreements with Grinnell State 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 Iowa (except to the extent this Agreement can and may vary with 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. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. This Agreement is binding between you (our customer) and Grinnell State Bank. Certain obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation, or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement. This Agreement constitutes the terms between you and Grinnell State Bank with respect to the subject matter hereof, and there are no understandings or agreements relative hereto which are not fully expressed herein.

If you need help printing or saving this document, or if you have any questions about this Agreement, please contact our Customer Service Department at 800-236-3187. You can obtain a paper copy of this Agreement at any time.

**BY ACCEPTING BELOW, YOU ALSO CERTIFY THAT YOU ARE ABLE AND WILLING TO ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT AND YOU UNDERSTAND THAT YOU CAN PRINT A COPY AND/OR SAVE IT TO YOUR HARD DRIVE.**

**IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, SELECT THE DECLINE BUTTON BELOW. YOU WILL NOT BE ENROLLED IN ONLINE/MOBILE BANKING UNTIL YOU CHOOSE TO ACCEPT THE TERMS OF THIS AGREEMENT.**

#### 1. Definitions

As used in this Agreement, the words "we," "our," "us," "Grinnell State or GSB" and "Bank" mean Grinnell State Bank. "You", "your", and "Customer" refer to the account holder authorized by Grinnell State Bank to use online/mobile banking under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through online/mobile banking. "Account" or "accounts" means your accounts at Grinnell State Bank. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, phone banking transactions, and transfers made to and from your Bank accounts using online/mobile banking, including bill payments. "Personal Online/Mobile Banking Services" or "Services" means the services provided pursuant to this Agreement, including the bill payment service. "Business days" means Monday through Friday, excluding federal holidays.

#### 2. Access

At any time, we advise our customers to view the "Online Education Center" for detailed training and examples of our online/mobile banking products. Online/mobile banking can be used to access only the Bank accounts for which you have

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authorization with GSB. We undertake no obligation to monitor transactions initiated through online/mobile banking or other electronic banking services offered by Grinnell State Bank to determine that they are made on behalf of the account holder.

Note: When you enroll in our Personal Online/Mobile Banking Service, you agree to provide true and accurate information. (Only United States contact information will be accepted). At any time, if any of your contact information changes, you agree to notify Grinnell State Bank. Failing to notify us may result in a disruption of your service in the event we are unable to contact you. Such information includes your address, phone number and email address, as we may from time to time communicate with you through secure messages in this manner regarding this service and your account. **When you need to update your physical or mailing address, you may submit the change through our Personal Online/Mobile Banking Service, however it requires further verification and approval by GSB before changes will be updated for your account(s).**

### 3. **Eligible Accounts**

You must have an existing account relationship with us to activate our online/mobile banking service. An eligible account means any one of your deposit account(s) to which we may allow access via the Service under this Agreement. (If you want to initiate bill payments or transfer requests from an eligible account(s) through the Service, you will need the required withdraw authority over the account in order to complete the transaction).

### 4. **Joint Accounts**

If the accounts added to the Service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated using your username and password are authorized unless we have been notified to cancel the Service. Each joint account holder will have their own username and password for use of the Service. In cases where you operate an account in a manner where more than (1) signature is required to conduct transactions; it is your responsibility to monitor your Online/Mobile Banking Service and bank account statements for such activity and unauthorized use. Customer agrees Grinnell State Bank will not assume liability or take responsibility and therefore holds Grinnell State Bank harmless for transactions conducted on the account using this Service.

### 5. **Signature Requirements**

When any transfer or payment initiated through the Service generates items to be charged to your eligible account(s), you agree that we may debit the designated account, or the account on which the item is drawn, without requiring your signature on the item and without any notice to you. It is your responsibility as the customer to monitor your account and your account statements for all transactions and activity conducted on your account.

### 6. **Online/Mobile Banking Services**

You can use online/mobile banking to check the balance of your Grinnell State Bank accounts, view Bank account histories, transfer funds between your Bank accounts and initiate external transfers to your account(s) at your other financial institutions, pay bills, set up alerts, chat with customer service representatives, and initiate secure e-mails. Balance information reflects transactions completed prior to GSB branch locations deposit cut-off times on the previous business day. (The balance at any time may not include transactional items such as point of sale (POS) or ATM activity not yet processed by the merchant, outstanding checks or remote deposit capture transactions not yet received and approved by GSB.) GSB branch locations may have different deposit cut-off times. The earliest cut-off time that may apply for deposits made in person with a bank employee is 5:00 p.m. (Central Time).

### 7. **Hours of Access**

You can use online/mobile banking 7 days a week, 24 hours a day, although some or all Online/mobile Banking Services may not be available occasionally due to emergency or scheduled system maintenance. We will try to post notice of any extended periods of non-availability on our Bank website.

### 8. **Your Password**

There may be times that we will require additional authentication to verify your identity via multifactor authentication such as a code to your phone or email that you will be required to provide when signing in. 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. Your passwords must meet the standards we establish and should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, or names of children. Our standards will be available for your reference whenever you create or change a password. For security purposes, it is recommended that you memorize your password and do not write it down. To enhance the security for accessing your accounts, we may also offer or require additional security requirements, such as personal reference questions and answers. Upon multiple unsuccessful attempts to use your password, your access to online/mobile banking will be locked. After 180 days (6 months) of inactivity you will be required to re-enroll to continue utilizing online/mobile banking services. You will be prompted every 12 months to change your password before being granted access to Online or Mobile Banking. Please contact our Customer Service Department at 800-236-3187 with any questions.

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### 9. **Security**

You understand the importance of your role in preventing misuse of your accounts through online/mobile banking. You agree to promptly examine your paper and or on-line account statement for each of your Bank accounts as soon as you receive it or have access to view it online. You agree to protect the confidentiality of your account, 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 username are intended to provide security against unauthorized entry and access to your accounts. Data transferred via online/mobile banking is encrypted in an effort to provide transmission security and online/mobile banking utilizes identification technology to verify that the sender and receiver of online banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the service is secure, we cannot and do not warrant and you acknowledge that the internet is inherently insecure; and all data transfers utilizing Grinnell State Bank online/mobile banking, email transmitted to and from us, occur openly on the internet and potentially can be monitored. It is recommended to **NOT** use public Wi-Fi such as at an airport or coffee shop to log into your online/mobile bank account. We will not contact you via telephone or via email requesting your username or password. If you are contacted by anyone requesting this information, please contact us immediately. If you disclose your password to anyone, and/or if you allow someone to use your password to access your accounts, you are authorizing them to act on your behalf and you will be solely responsible for any use of the system by them (e.g., such as when you provide this information to a joint account holder, spouse, and/or a third-party service provider.)

For more security protection information, please visit our website by copying the following URL address in your web browser. [www.grinnell.bank/learn/protection-security](http://www.grinnell.bank/learn/protection-security)

***Log on Security-*** For your protection you should sign off after every online/mobile banking session. However, in order to help prevent unauthorized access to your account(s), your online/mobile session will end automatically after a period of time with no activity. From time to time, you may receive an SMS passcode that you will need to enter to verify your identity.

***Use of Public Computers-*** The security of public computers (e.g., in a library, or internet café) cannot be assured; therefore, we strongly recommend that our customers refrain from accessing online accounts on a public computer. In addition to the security features described above, there may be other security related notices posted on our website or service from time to time. It is your responsibility to read all security notices.

***Firewalls-*** You should also utilize a firewall, (hardware and/or software) especially if you have a broadband internet connection such as DSL or cable modem.

### 10. **Privacy and User Information**

We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You acknowledge that in connection with your use of online/mobile banking, Grinnell State Bank and its affiliates and service providers, including Fiserv, Inc., and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, including data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources, in connection with online/mobile banking or the software (collectively "User Information"). Grinnell State Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver online/mobile banking, perform analytics to improve the Service and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Grinnell State Bank and its affiliates and service providers also reserve the right to monitor use of online/mobile banking and the software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but refuse any obligation to monitor, filter, or edit any content. Further details about the information Grinnell State Bank collects and shares are referenced in our Privacy Policy provided to you at account opening.

For more information regarding our Privacy policy, please visit our website by copying the following URL address in your web browser [www.grinnell.bank/privacy-policy](http://www.grinnell.bank/privacy-policy)

### 11. **Electronic Funds Transfers: Your rights and responsibilities**

The EFT (Electronic Funds Transfer) Act, most commonly known as Regulation E, provides consumers with certain rights and responsibilities with respect to EFTs initiated through our online/mobile banking service. The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read the following EFT disclosures carefully. You should print a copy of this information for future reference.

- **Types of Transfers, Frequency, and Dollar Limitations**

- ***Prearranged Transfers-*** Preauthorized credits or payments can be arranged for certain direct deposits and to pay certain recurring bills out of your checking or savings account. We do not charge for preauthorized credits.
- ***Telephone Transfers-*** You may access your account(s) by telephone at 800-411-9331 using a touch tone phone, your account numbers, and your PIN to get information on your checking and savings account(s), transfer funds between your checking and savings account(s) and transfer from checking to checking and savings to savings. Access to this service is available 24 hours. Note: For your first time enrolling in the Service, GSB must provide a PIN to you, that you will change during the enrollment process.
- ***ATM Transfers-*** You may access your account(s) by ATM using your ATM card/Mastercard debit card and personal identification number to transfer funds between your GSB checking and savings accounts, get your GSB account information for the checking and savings accounts associated with your ATM card or Mastercard debit card, make cash withdrawals from your GSB checking or savings account(s), and make deposits to your GSB checking or savings account(s) at GSB owned ATMs. ATM deposits at non-GSB-owned ATMs are not allowed.
- ***Point-of-Sale Transactions-*** By using your card, you may access your checking account to purchase goods in person, by phone, by computer, or pay for services in person, by phone, by computer, get cash from a merchant if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. You can also access your accounts(s) by entering your card information into one or more mobile digital wallet applications we support, through an eligible web-enabled cell phone (or other device) to purchase goods or pay for services wherever the mobile wallet is accepted. The applications(s) we support include but are not limited to, Apple Payment Platform (Apple Pay), Samsung Pay, Google Pay or other mobile digital wallet platforms.
- ***Point of Sale and ATM Transfers***
  - Each ShazamChek/POS Transaction and ATM Transaction are treated just like an on-us check written on your account.
  - Illegal transactions. You agree not to use your card(s) for illegal gambling or for other illegal purposes. Display of payment card logo, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located. You may not use your ATM, POS/Debit Card, or other access device for any illegal or unlawful transactions. We may decline to authorize any transaction we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.
- ***Computer Transfers-*** You may access your account(s) by computer through the internet by logging onto our website at [www.grinnell.bank](http://www.grinnell.bank) and using your user identification, password, and you may be prompted to log in using multifactor authentication. You can transfer funds from your checking to savings and also transfer from checking to checking and savings to savings accounts you have with us, make payments from your checking or savings to loan accounts you have with us, make payments to third parties to pay bills from your checking account, and get information on your accounts including checking, savings, loan accounts and CODs. You can also transfer funds from your checking or savings account to an external checking, savings, or brokerage account at your other financial institutions.
- ***Mobile Banking Transfers-*** You may access your account(s) through the browser on your cell or mobile phone on our website at [www.grinnell.bank](http://www.grinnell.bank) or by downloading our mobile banking app and using your user identification, password and you may be prompted to log in using multifactor authentication. You can transfer funds from your checking to savings, transfer from checking to checking and savings to savings account(s) you have with us. Make payments from your checking or savings accounts to loan accounts you have with us, make payments to third parties to pay bills from your checking account, and get information on your checking, savings, loan, or COD account(s). You can also transfer funds from your checking or savings account to an external checking, savings, or brokerage account at your other financial institutions. You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.
- ***Electronic Fund Transfers Initiated by Third Parties-*** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payment networks. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction. (Typically, at the point of purchase, a merchant will post a sign and print the notice

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on a receipt.) In all cases, these third-party transfers will require you to provide the third party with your account number and financial institution information. You should only provide your financial institution and account information (whether over the phone, the internet, or via some other method) to trusted third parties who you have authorized to initiate these electronic fund transfers. Examples of these transfers include but are not limited to:

- **Electronic check conversion-** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge-** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.
- **You may be charged an Overdraft Item Charge each time a debit is presented, regardless of whether we pay or return the item, if the amount of money in your account is not sufficient to cover the payment. Refer to GSB's Miscellaneous Services brochure for applicable charges.**
- **General limitations-** There may be a delay between the time a deposit is made and when it will be available for withdrawal. Please review our Funds Availability Policy to determine the availability of funds deposited at ATMs. Note: ATM deposits can be made at GSB owned ATMs. ATM deposits at non- GSB owned ATMs are not allowed. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account balance below a required balance, or otherwise require us to increase our required reserve on the account. Each card is assigned individual card limits. Transactions may not exceed these limits. Limit changes are subject to bank approval.
- **Fees-** Fees and charges may apply for products and services associated with your ATM or Debit (ShazamChek) card. Refer to GSB's Miscellaneous Services brochure for details. A per transfer fee for Grinnell State Bank "Overdraft Protection Transfers" between accounts may apply. Refer to GSB's Miscellaneous Services brochure for applicable charges.
- **ATM Operator/Network Fees-**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 funds transfer).
- **Non-U.S. Dollar transactions.** There is a Multi-Currency Conversion Rate on all "Cross-border" transactions for Mastercard, Maestro or Cirrus Branded Debit Cards. If you initiate a transaction with your Card in a currency other than U.S. Dollars, Mastercard will convert the charge into a U.S. Dollar amount. The Mastercard currency conversion procedure is based on rates observed in the wholesale market or, where applicable, on government-mandated rates. The currency conversion rate Mastercard generally uses is the rate for the applicable currency that is in effect on the day the transaction occurred. However, in limited situations, particularly where Mastercard transaction processing is being delayed, Mastercard may instead use the rate for the applicable currency in effect on the day the transaction is processed. Mastercard charges us a Currency Conversion Assessment and an Issuer Cross-Border Assessment for performing the conversion, regardless of whether there is a currency conversion. The assessment fees will be charged separately to your account and will be broken down as follows: 0.20% of the transaction amount will appear as MasterCard Currency Conversion and 0.90% of the transaction amount will appear as Mastercard Cross-Border. A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard Debit Switch in which the country of the merchant is different than the country of the cardholder.

### *Except as stated above, we do not charge for Electronic Fund Transfers*

- **Documentation: Terminal Transfers-** You can get a receipt at the time you make a transfer to or from your account using a(n) automated teller machine (ATM) or point of sale terminal. You may not get a receipt if the amount of the transfer is \$15 or less.
  - You will receive a monthly account statement from us for your checking and savings account(s), and or you may view your monthly account statement within online/mobile banking.
- **Preauthorized credits.** 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 (800) 236-3187 to find out whether or not the deposit has been made.
- **Preauthorized payments: 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 number or address listed in the contact section below in this disclosure, 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 also require

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you to put your request in writing and get it to us within 14 days after you call. We charge a fee for each stop payment. **Refer to GSB's Miscellaneous Services brochure for applicable charges.**

- **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 and 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.)
- **Liability for failure to stop payment of 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.
- **Our Liability for Failure to Make a Transfer-** If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:
  - If, through no fault of ours, you do not have enough money in your account to make a transfer.
  - If a legal order or other claim directs us to prohibit withdrawals from the account.
  - If your account is closed, or if it has been frozen.
  - If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
  - If the automated teller machine where you are making the transfer does not have enough cash.
  - If the electronic terminal, telecommunication device or system was not working properly and, or you knew about the breakdown when you started the transfer.
  - If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.
  - If you, or anyone authorized by you, commits any fraud, or violates any law or regulation.
  - If you have not provided us with complete and correct payment information for the bill payment service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
  - There may be other exceptions stated in our agreement with you.
- **Confidentiality-** We will disclose information to third parties about your account or transfers you make where it is necessary for completing transfers; or in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or in order to comply with government agency or court orders; or if you give us written permission as explained in our Privacy Policy, provided to you at account opening.
- **Unauthorized Transfers: Consumer Liability- Tell us AT ONCE** if you believe your card and/or code have been lost or stolen, or (if your account can be accessed by check) if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning us is the best way to keep 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 after you learn of the theft or loss of your card and/or code, you can lose no more than \$50 if someone used your card and/or 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 card and/or code, and we can prove that we could have stopped someone from using your card and/or code without your permission if 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 provided or transmitted to you, you may not get any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period.
- **Unauthorized Transfers: Mastercard Debit Card:** Additional Limits on Liability for Point-of-Sale (POS) Debit Card unauthorized transactions. You will not be liable for any unauthorized transactions using your Mastercard Debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us.

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Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

- **Personal Identification Number (PIN)**-The ATM PIN or POS PIN issued to you is confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your PIN(s) available to anyone not authorized to sign on your account(s).
- **Contact methods (in the event of unauthorized transfer and other events)**- Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:
  - E-mail –You can contact us by e-mail to [info@grinnellbank.com](mailto:info@grinnellbank.com) (Please note that banking transactions through online banking are not made via e-mail.) Do not send confidential information in an unencrypted email.
  - Telephone-You can contact us by telephone at 800.236.3187 during these time periods:  
Monday-Thursday 8:00am-4:30pm, Friday 8:00am-5pm excluding federal holidays
  - Postal Mail - You can write to us at: Grinnell State Bank, P.O. Box 744, Grinnell, Iowa 50112
  - In Person - You may visit us in person at any one of our locations.
  - Secure E-mail – You can contact us via secure e-mail through your on-line banking account
  - Chat – You can instantly chat with one of our customer service representatives during normal banking hours as well as Saturdays from 9:00am to 12:00pm.
  - Retention - This Agreement should be printed and retained for future reference.
- **In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments.** Contact us using one of the communication options listed above, 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 your statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement or receipt upon which the problem or error appeared.

When you contact us:

- Tell us your name and account number.
- Describe the error or EFT 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.
- Tell us the dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

If the suspected error relates to a bill payment made via the online/mobile banking bill payment service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, and the payee account number for the payment in question.

If you contact us by telephone, we may require that you send us your complaint or question in writing within 10 business days.

If you believe an error, other than an EFT problem or unauthorized transaction has occurred, you can contact us at 800-236-3187 or send a secure email to [info@grinnellbank.com](mailto:info@grinnellbank.com).

For bill payment problems, please contact GSB's bill payment support via FISERV CHECKFREE Partner Care Support at 1.844.596.1918.

- **In Case of Errors or Questions about Your Electronic Transfers from Point-of-Sale Debit Card or Automated Teller Machine (ATM) Transactions.** Contact us using one of the communication options listed in the next paragraph 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 your statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement or receipt upon which the problem or error appeared.
- **Your responsibility when notifying us of errors.** If the error is a result of a Debit Card (POS) or Automated Teller Machine (ATM) transaction(s) telephone SHAZAM Dispute Services at 1-833-288-1126 or call us at 1-800-236-3187. Or you may write to us at Grinnell State Bank, P.O. Box 744, Grinnell, IA 50112, or SHAZAM, C/O Dispute Services, 6700 Pioneer Parkway, Johnston, IA 50131.

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When opting to notify us of an error in writing, include:

- your name, account number,
- the dollar amount(s) of the suspected error,
- describe the error or transaction you are unsure about,
- explain as clearly as you can why you believe it is an error or why you need more information.

Supporting documentation of your claim and updates regarding the progress and status of your claim will be provided to you by Shazam NOT Grinnell State Bank. Shazam will provide the supporting documentation and other written communications to you via email if you elect to provide Shazam your email address when initiating your claim or via U.S. Postal mail.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account), after you contact us, and we 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 provisionally credit your account within 10 business days, (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. Your account is considered a new account for the first 30 days after the first deposit is made unless you already have 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 decide 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 we have made a provisional credit to your account, a corresponding debit may be made from your account.

***Enforcement-*** In the event either party brings a legal action to enforce this agreement or collect amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorney's fees and costs, including fees on any appeal subject to any limits under applicable law.

***Termination of ATM and POS Services-*** You agree that we may terminate this Agreement and your use of the ATM card or POS services if: You or any authorized user of your ATM or POS card or PIN breach this or any other agreement with us; we have reason to believe there has been unauthorized use of your ATM or POS card or PIN; we notify you or any other party to your account we have canceled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of Service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

***Notices-***All notices from us will be effective when we have mailed or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least 21 days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

### **12. Online Bill Pay Fees and Charges**

Bill payment fees will be as follows: free for the basic bill pay services. Other services available inside bill pay may incur a fee. The Service will notify you of the fee at the time if a fee applies to a specific service within bill pay. (Such as overnight payments.) 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 online/mobile banking. You agree that all such fees and charges will be deducted from the Grinnell State Bank checking account that you designate as your primary account. If you close that account, you must contact us immediately to designate another account as your primary account.

### **13. Posting of Transfers**

Transfers initiated through online/mobile banking before 6:00 p.m. (Central Time) on a business day are posted to your account the same day. Transfers completed after 6:00 p.m. (Central Time) on a business day, Saturday, Sunday, or banking holiday (days Federal Reserve and US Postal System are not open for business), will be posted on the next business day. Online/mobile banking identifies transfers based upon the username of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the View Postings screens in both the Transfer and Bill Payer menu options of online/mobile



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banking will not reflect transfers made by multiple users from the same account if different usernames are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

Grinnell State Bank is not responsible for overdrafts incurred as a result of multiple users accessing bill pay services.

For more information on the manner in which you will have access to the deposits made to your account, please visit our website by copying the following URL address in your web browser for Grinnell State Bank's Funds Availability Notice. [www.grinnell.bank/reg-cc/](http://www.grinnell.bank/reg-cc/)

### **14. Bill Payment and Transfer Limitations**

You may use the Service to check the balance of your eligible account(s) and to transfer funds among your eligible accounts at GSB. However, current federal regulations restrict the number of transactions that you can make from certain types of accounts, such as money market and savings accounts. For these types of accounts, no more than six (6) transfers and withdrawals, or a combination of such transfers and withdrawals, per calendar month or statement cycle (or similar period) of at least 4 weeks, to another account (including a transaction account) of the depositor at the same institution or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card, or similar order made by the depositor and payable to third parties will be allowed. Transfers and bill payments authorized by personal computer through the Service are counted toward the six (6) transfers per statement period. Federal regulations currently place no limits on the number of transfers or bill payments from your checking account(s). Therefore, this financial institution currently limits the bill pay service to only checking account(s). 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 funds held until the hold expires.

### **15. Bill Pay Service**

Bill pay is an optional service which is available upon enrollment in online/mobile banking. Once you have enrolled in online/mobile banking, click on the "Bill Payment" tab to complete the enrollment process for the bill payment service. In order to have access to the service:

- You must have an eligible account with Grinnell State Bank.
- Only a checking account may be eligible for bill pay service privileges.
- You must be a resident of the United States or its territories.
- Payments to billers outside the United States or its territories are prohibited through the Service.

When using the Service, you agree to maintain one or more eligible accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service. Access to this Service is subject to bank approval. For additional terms and conditions for this Service, please refer to the "GSB Bill Pay Terms".

### **16. 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:

Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority.

Electronic fund transfers initiated through online/mobile banking which would result in an overdraft of your account may, at our discretion, be canceled.

In the event the electronic funds transfers initiated through online/mobile banking which would result in an overdraft to your account are not canceled, overdraft item charges may be assessed pursuant to the terms of the deposit agreement for that account. Refer to GSB's Miscellaneous Services brochure.

You agree to pay such charges and authorize us to deduct the calculated amount from your designated billing account for these amounts and any additional charges that may be incurred by you. Other fees and penalties associated with your standard deposit accounts will continue to apply.

**Online/Mobile Banking Bill Payment Service/Scheduling Bill Payments/How to Cancel a Bill Payment:**

**\*Please refer to the Bill Payment options in the "Online Education Center".**

**17. Disclosure of Account Information and Transfers**

You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. In addition, we routinely inform OnBoard Advisor, (a background screening company) when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to online/mobile banking. You agree and hereby authorize all of these transfers of information.

**18. Periodic Statements**

You will not receive a separate bank statement. Transfers to and from your accounts using online/mobile banking will appear on the respective periodic paper statements for your Bank accounts and mailed or delivered directly to you. You may elect to discontinue receiving your account statement in paper form by contacting the bank and signing an "Internet Banking Monthly Statement Viewing Service and Cancellation of Monthly Paper Statement Agreement". Grinnell State Bank reserves the right to change the method in which your monthly account statements are delivered to you. Any change will be communicated to you in advance.

**19. Change in Terms**

We may change any term of this Agreement at any time. If the change would result in increased fees for any online/mobile banking service, increased liability for you, fewer types of available electronic funds transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least thirty (30) 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 funds transfer system. We will post any required notice of the change in terms on our Bank website or forward it to you by e-mail or by postal mail, in accordance with regulatory disclosure requirements. Your continued use of any or all of the subject online/mobile 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.

**20. Disclaimer of Warranty and Limitation of Liability**

WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE ONLINE/MOBILE BANKING SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. THERE IS NO GUARANTEE THAT ACCESS TO THE SERVICE WILL BE AVAILABLE AT ALL TIMES, AND WE SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS THE SERVICE. WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE ONLINE/MOBILE BANKING OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, ONLINE/MOBILE BANKING AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASON THE SERVICE IS PROVIDED "AS IS" AND, EXCEPT AS PROHIBITED BY LAW, WE AND OUR THIRD-PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICE, APP, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTIES' PROPRIETARY RIGHTS. IN NO CASE SHALL GRINNELL STATE BANK OR ANY OF OUR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE, LOSS OF DATA, PROFIT, GOODWILL, LOST PROFITS OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS ADDENDUM, THE APP, THE SOFTWARE, THE EQUIPMENT OR THE SERVICE WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE REQUIRED BY LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, GRINNELL STATE BANK, OUR AFFILIATES, LICENSORS, CONTRACTORS, OR THE EMPLOYEES OF CONTRACTORS, OUR THIRD-PARTY SERVICE PROVIDERS', INCLUDING THEIR EMPLOYEES' LIABILITY SHALL NOT EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES PROVIDED TO YOU THROUGH ONLINE/MOBILE BANKING. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflicts of law's provisions. To the extent that the terms of this Agreement conflict with

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state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

### **21. Customer Responsibility**

You are solely responsible for the maintenance, installation, and operation of your computer or electronic device. You shall take measures to prevent and safeguard against unauthorized activity and access, including but not limited to: user identifications and passwords, systems, hardware, and equipment, and restrict remote access to your computer, electronic device or mobile device. Users will maintain individual access without sharing identification codes or passwords or any other secure login data. Grinnell State Bank shall not be responsible or held liable for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software, nor will we be responsible or held liable for any computer virus that affects your computer or software while using our service. With your acceptance below and your use of the Service, you agree that Grinnell State Bank shall not be liable for any direct, indirect, incidental, or consequential costs, expenses, or any damages whatsoever (including lost savings or profit, lost data, business interruption, or attorney's fees) resulting from any errors or failures from any malfunction of your computer or any virus or computer problems that you may encounter related to the use of the Service.

### **22. Restrictions on Use**

You agree not to use online/mobile banking or the software for any illegal, fraudulent, unauthorized, or improper manner or purpose and will only be used in compliance with all applicable laws, rules, and regulations, including all applicable state, federal, and international internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use online/mobile banking or the software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data that is illegal, or material or data, as determined by Grinnell State Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Grinnell State Bank or any third-party service provider involved in the provision of online/mobile banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Grinnell State Bank, any third-party service provider involved in providing online/mobile banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of online/mobile banking or the software, the security of online/mobile banking or the software, or other customers of online/mobile banking or the software; or (d) otherwise abuse online/mobile banking or the software.

### **23. System Requirements**

The following is a list (but is not limited to) of the supported browsers or participating mobile wireless carriers identified for compatibility in using the Bank's Personal Online/Mobile Banking Service.

(Please ensure you are using the most current, up to date version of one of the following browsers.)

- Google Chrome; Mozilla Firefox or Microsoft Edge
- Note: The Windows 8.1 operating system is not supported.

(Our participating mobile wireless carriers include (but are not limited to).

- AT & T, T-Mobile©/Sprint©, U.S. Cellular©, or Verizon©.

**\*\*Please contact Grinnell State Bank for the most current system requirements or participating mobile wireless carriers as they are subject to change.**

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### **24. Your Right to Terminate**

In the event you wish to cancel the Service, you may contact customer service via one of the following methods:

- A. Telephone us at 800-236-3187 during customer service hours, and/or
- B. Write to us at: Grinnell State Bank, P.O. Box 744 Grinnell, Iowa 50112

If you terminate the bill payment services, you authorize us to continue making payments and other previously authorized transactions until we have a reasonable opportunity to act upon your termination notice. Any transaction the Service has already approved and processed before the requested cancellation date will be completed by the Service. All scheduled bill payments, including recurring payments, will not be processed once we have had a reasonable opportunity to act upon your cancellation request. Once we have acted on your notice, we have no further responsibility to make any payments or previously authorized transactions. You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

### **25. Our Right to Terminate**

You agree that we can terminate or limit your access to online/mobile banking services at any time in our sole discretion.

### **26. Alterations and Amendments**

This Agreement, applicable fees and service charges may be altered or amended from time to time. In such event, we will provide notice to you. Further, we may from time-to-time revise or update the applications, service features, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the service's more recent revisions and updates.

### **27. Consent to Electronic Delivery of Notices Pertaining to Information about your online/mobile banking account**

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 Grinnell State Bank web site or by e-mail. You agree to notify us immediately of any change in your e-mail address. Note: Changes and/or disclosures required under federal or state regulation will be communicated to you via U.S. Postal mail.

### **28. Governing Law and Relation to Other Agreements**

Accounts and services provided by this financial institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) or disclosures related to your account(s) and provided to you separately.

### **29. Ownership of Material**

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their agreement, is owned by Grinnell State Bank and/or its service providers unless otherwise indicated. All registered and unregistered trademarks in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or in part is prohibited. Notwithstanding our efforts to ensure that the Service is secure, we cannot and do not warrant that all data transfers via the Service will be free from monitoring or access by others. When you accept the terms and conditions of this Agreement below, you agree to:

- Keep your passcode and log-in information secure and strictly confidential, providing it only to authorized signers on your eligible account(s).
- Immediately notify us at 800-236-3187 and select a new password if you believe your password may have become known to an unauthorized person, or your computer, mobile device or other electronic device has been compromised which stores your online/mobile banking credentials.
- You also understand that you are responsible for all transactions you authorize using the Service. If you permit another person or persons to use the Service or your password, you are responsible for ALL transactions they authorize.
- You agree to indemnify and hold harmless Grinnell State Bank against any loss, liability, or expense (including attorney's fees and expenses) resulting directly or indirectly from, your use, misuse, failure to protect and safeguard your password and or access to your online/mobile banking service.

### **30. Grinnell State Bank Transaction/Notification Alerts Terms and Conditions Alerts**

Your enrollment in Grinnell State Bank Online/Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Grinnell State Bank account(s). Alerts are provided within the following categories:

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- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your online/mobile banking password, PIN, or login information. You do not have the option to suppress these mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These additional Alerts can be accessed from the Grinnell State Bank Alert menu within Grinnell State Bank Online/Mobile Banking.

Account Alerts and additional Alerts must be managed and/or added online through the Service. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. Grinnell State Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

**Methods of Delivery-** We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message, (b) a mobile device by push notification; (c) an email account, by an e-mail message; or (d) your Grinnell State Bank online banking message inbox by email message. The notification message sent to you will be identified as "Alerts". You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number and email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message-** To stop Alerts via text message, text "STOP" to 99588 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Grinnell State Bank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 99588. In case of questions please contact customer service at 800-236-3187. Our participating carriers include (but are not limited to) AT & T, T-Mobile©/Sprint©, U.S. Cellular©, or Verizon©.

**Limitations-** Grinnell State Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Grinnell State Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Grinnell State Bank, its directors, officers, employees, agents, or service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information-** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your password, login credentials or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages. Therefore, you acknowledge and agree that you are responsible for the access and manner in which these Alerts may be viewed by others. Furthermore, you agree to notify Grinnell State Bank immediately in the event your mobile or electronic device used to receive these alerts is lost or stolen.

### **Grinnell State Bank** **Mobile Deposit User Agreement**

This Mobile Deposit User Agreement ("Agreement") contains the terms and conditions for the use of Grinnell State Bank's Mobile Deposit Services that Grinnell State Bank ("GSB", "bank", "us", "our", "we") may provide to you ("you", "user"). Other arrangements you have entered into with Grinnell State Bank as applicable to your Grinnell State Bank account(s), are incorporated by reference and made a part of this Agreement, including the Online/Mobile Banking Agreement.

#### **1. Services**

Grinnell State Bank Mobile Deposit Services ("Services") are designed to allow you to make deposits to your checking or savings accounts from home or other remote locations by capturing the image of the check with your smartphone and

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the Grinnell State Bank Mobile app and delivering the images and associated deposit information to Grinnell State Bank or our designated processor. You must be a GSB account holder to use the Services.

### 2. **Acceptance of these Terms**

Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change at any time. You will be required to accept the new Terms of this Agreement at the time you login after we change the terms of this Agreement. Furthermore, Grinnell State Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such agreement to the Services. In addition, you provide GSB with your express consent permitting us to contact you as necessary to provide the Services (including push notifications to your mobile device). Such activities may include, but are not limited to, providing account alerts, confirming account activity, confirming mobile remote capture deposits, undertaking fraud prevention, servicing, or for any other banking related purpose.

### 3. **Fees**

There are no fees to use the Service. However, fees could be incurred if a check is returned or rejected. Refer to the section titled "Returned and Rejected Items" for further information.

### 4. **Limitations of Service**

When using the Service, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. GSB does not assume responsibility for any technical difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or revoke the Service immediately, for any or no reason, and at any time without prior notice to you. In the event the Service is not available to you, you acknowledge that you can deposit your check at a branch office location, through a GSB owned ATM, or by mail.

### 5. **Eligible Items**

You agree to capture check images and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Grinnell State Bank is converted to an image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered Ineligible Items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into;
- Checks or Items payable to "Cash", "Grinnell State Bank" or "GSB";
- Checks containing an alteration on the front of the check or item, or which you know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
- Checks payable jointly, unless deposited into an account in the name of the payees;
- Checks previously converted to a substitute check, as defined in Reg. CC;
- Checks that are remotely created checks, as defined in Reg. CC;
- Checks drawn on a financial institution located outside the United States;
- Checks not payable in United States currency;
- Checks dated more than six months prior to the date of the deposit.
- Checks payable on sight or payable through drafts, as defined in Reg. CC;
- Checks with any endorsement on the back other than that specified in this agreement;
- Checks or Items on which a stop payment order has been issued or for which there are insufficient funds;
- Checks that have previously been submitted through the Service or through remote deposit capture services offered by another financial institution, or that have been previously deposited or negotiated in any way via any method at GSB or any other financial institution;
- Checks dated in the future.

### 6. **Image Quality**

All Images you submit MUST be taken of the **physical** check item in **your possession**. If an image of the physical item that you transmit to GSB does not meet the definition of an Item, is not recognizable as an Item, appears to be an image of the item from a computer screen or other device, a photo copy or scanned image of the item, or is not of sufficient quality to satisfy GSB's requirements at any time, GSB may reject the Item without prior notice to you. Each Image transmitted to GSB must include the front and the back of the item, must be clearly readable, and must include at minimum, the following information: date, check number, payee name, Amount (in numerals and written statement), drawer signature, read and capture the magnetic ink character recognition ("MICR") line on the bottom of the item (i.e. routing number, account number, and check number) and any endorsements or other information written on the Item. You are solely responsible for the quality, completeness, accuracy, validity, and integrity of the check item you are transmitting for deposit using this Service. You are solely responsible if you intentionally or unintentionally submit fraudulent, unauthorized, inaccurate, incorrect, improper or otherwise unusable check items to us. GSB accepts no

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liability and makes no guarantee that its image standards will be acceptable to other financial institutions when presented for payment.

### 7. **Receipt of Items**

GSB reserves the right to reject any Item transmitted through the Serve, at its sole discretion. GSB is not responsible for processing or transmission errors that may occur, items we do not receive or for images that are dropped during transmission. You understand and agree, although you may receive an "Accepted" message from the Mobile Deposit system upon submitting an item(s), this in no way serves as confirmation the Item has been processed and posted to your account, nor does it ensure that GSB received a valid, legible, or complete transmission of said image. GSB can only process images that are legibly and completely received. **You agree to only transmit check items through the Service for deposit which have been properly endorsed on each item submitted with the payee signature on the back of the check, along with the following endorsement below the signature "For Mobile Deposit Only". Any check item(s) transmitted for deposit through the Service lacking Both of these endorsements will be rejected.** You are responsible for ensuring these endorsement requirements have been completed prior to transmitting any check item(s) through the Service and are responsible for reviewing the account history section to confirm the posting of your submitted item(s). GSB assumes no liability for losses you may incur if the receiving bank does not accept your image and you are unable or unwilling to present the original check for payment.

### 8. **Returned and Rejected Items**

You are solely responsible for any Item that is returned or rejected. Any credit to your account for check items deposited using our Mobile Deposit Services (the Service) is provisional. Any provisional credit granted to you by GSB for an Item will be reversed and charged back to your Account if the Item is returned or rejected. You acknowledge and agree that you shall not attempt to deposit or otherwise negotiate an original check item if it has been charged back to you. You acknowledge and agree that any Item that is reversed or charged back to your Account which may cause an overdraft to your Account, if you have already drawn against the funds, may result in **"Overdraft Item Charges" and "Returned Deposit Item"** fees being assessed to your Account in accordance with GSB's Miscellaneous Services brochure then in effect.

### 9. **Availability of Funds**

Funds deposited using the Service before 4:30 p.m. (CST) time will be deposited on that Business Day. Deposits made on a Business Day after 4:30 pm. (CST) time, will be made on the next Business Day. For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays. In the event any item(s) transmitted is/are not processed or rejected for any reason, this may result in a delay of the date of deposit and your availability and access to those funds. If we reject an Item, we will notify you and provide the reason the Item was rejected. If we decide to place a hold on the funds from the Item you deposited using this Service, we will notify you of this decision and advise when the funds will be made available to you.

### 10. **Disposal of Transmitted Items**

Upon your verification of item(s) in your account history for which you have transmitted for deposit, reflecting as posted to your account, you agree to retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. You agree that you will never represent the original check or an image of the original check to use at another financial institution. You will also ensure that any such data pertaining to said transmitted item(s) is no longer stored on your electronic device. During the time the check is available, you agree to promptly provide it to GSB upon request.

### 11. **Deposit Limits**

GSB may establish limits on the dollar amount and/or number of items or deposits from time to time. The total daily deposit limit will not exceed \$20,000. Items transmitted that exceed your limits will not be accepted. For questions regarding your daily deposit limit, please contact our Customer Service Department at (800) 236-3187.

### 12. **Hardware and Software**

To use the Service, you must have a supported mobile device, such as a smartphone that is compatible with the mobile deposit App. In addition, you must obtain and maintain, at your expense, compatible hardware and software as specified by GSB from time to time. This includes having a camera and a data plan for your mobile device and a supported operating system and downloading the App to your mobile device. We do not guarantee that all mobile devices and operating systems are compatible with the Service. You are solely responsible for ensuring that GSB maintains your current email address on file.

### 13. **Presentment**

The way the items are cleared, presented for payment, and collected shall be in GSB's sole discretion.

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### 14. **Eligibility**

A customer must have an account with GSB in good standing to be eligible for the Service.

### 15. **Misuse**

If a customer misuses mobile capture by re-depositing items, the Service will be removed immediately without notice to the customer. We may turn off the Service to you if we suspect fraud, have excessive overdrafts, or returned items or for other reasons at our sole discretion.

### 16. **Changes to the Service**

We reserve the right to terminate, modify, add, and remove features from the Service at any time in our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Service will constitute your acceptance of and agreement to such changes. Maintenance to the Service may be performed from time to time resulting in interrupted service, delays or errors in the Service and we shall have no liability for any such interruptions, delays, or errors.

### 17. **Indemnity**

You warrant to GSB that: (a.) You will only transmit eligible checks and items that you are entitled to and ensure that all checks and items include all required signatures. (b.) Images will meet GSB's image quality standards. (c.) You will not transmit an image or images of the same check or item to us more than once and will not negotiate, or seek to deposit or negotiate, such check or item with any other party. (d.) You will not deposit or re-deposit or re-present the original check for deposit. (e.) All information you provide to us is accurate and true and that all transmitted images accurately reflect the front and back of the check.

### 18. **Cooperation with Investigations**

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

### 19. **Cancellation by You; Termination or Refusal by Us**

You may request to cancel the Mobile Deposit Service, or request to remove the capability for you to access the Mobile Deposit Service within your mobile banking account at any time by calling us at (800) 236-3187, in person at any of our (4) branch locations, you can write us at Grinnell State Bank, P.O. Box 744, Grinnell, IA 50112, or you can contact us via secure email through your online/mobile banking account. If you cancel, we will not refund any portion of any fee assessed for any checks and items previously deposited via the Service. We have no obligation to honor any instruction, in whole or in part, that:

- a.) We reasonably believe it is being used for any illegal or improper purpose of activity.
- b.) We have reason to believe that it may not be authorized by you.
- c.) Would violate any law, rule or regulation applicable to us or the Service.
- d.) Is not in accordance with any other requirements stated in this agreement or any of our policies, procedures or practices.
- e.) Or for our protection or yours, we have reasonable cause not to honor.

We reserve the right to refuse to honor any instruction or suspend or terminate the Service, in whole or in part, at any time, with or without notice to you, including, without limitation, if:

- a.) We have reason to believe your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your access information.
- b.) We believe the Service is not being used for its intended, bona fide and lawful purposes under this agreement and the Grinnell State Bank Online/Mobile Banking Access Agreement.
- c.) We have reason to believe the Service is being used in an anticompetitive manner or contrary to GSB's business interests.
- d.) Your account is closed, access to your account is restricted for any reason, or if you do not use the Mobile Deposit Service for a period of time.

### 20. **Ownership and License**

You agree that Grinnell State Bank (GSB) and its Third-Party Service Providers, including Fiserv Solutions, Inc., retain all ownership and proprietary rights in the Service, associated content, technology, and website(s). You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of the Service, including the App. You may use the Service only for your own benefit. You may not copy, reproduce, distribute, or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service. If you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the App or any other part of the Service, in any



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manner contrary to the terms of this Mobile Deposit User Agreement, GSB shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

### **Grinnell State Bank Account to Account Transfer Terms of Service**

#### **1. Introduction**

This Account-to-Account Transfer Terms of Service document (hereinafter "Agreement") is a contract between you and Grinnell State Bank, (GSB) (hereinafter "we" or "us") in connection with the Account-to-Account Transfer Service (as defined below) offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Account-to-Account Transfer Service and the portion of the Site through which the Account-to-Account Transfer Service is offered.

#### **2. Description of Account-to-Account Transfer Service**

The Account-to-Account Transfer service (A2A) allows customers of GSB to transfer money from their eligible GSB accounts to eligible accounts at another financial institution. You may also transfer from your account at another financial institution to your account at GSB using the A2A transfer provided by GSB. The transfer of funds will be via an electronic ACH (Automatic Clearing House) transaction. The initial setup for the Account-to-Account Transfer service as well as setting up any external accounts from another financial institution must be done through the web browser before being able to use verified external accounts to send and receive money through the mobile app.

#### **3. Definitions**

As used in this Agreement, the words "we", "our", "us", "Grinnell State Bank or GSB" and "Bank" mean Grinnell State Bank. "You", "your", and "customer" means the account holder authorized by Grinnell State Bank to use Account-to-Account services under this agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through this Service. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable. "ACH Network" (Automatic Clearing House) means the funds transfer system, governed by the NACHA Rules, who provides funds transfer services to participating financial institutions. "Affiliates" are companies related by common ownership or control. "Business Day" is every Monday through Friday, excluding federal holidays. "Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Account-to-Account Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Account-to-Account Transfer Service. An Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us. "External Account" is **your** account at another financial institution (i) to which you are transferring funds **from**, to your GSB Eligible Transaction Account; or (ii) from which you are transferring funds **to**, from your Eligible GSB Transaction Account. An external account shall be limited to a checking, money market, savings, or a brokerage account. \*Only certain brokerage companies are allowed. See Site for details. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Account-to-Account Transfer Service to you on our behalf. "Transfer Instruction" is specific information provided for a transfer to be made that you provide to the Account-to-Account Transfer Service for a transfer of funds. Transfer instructions include routing number, account number, account name and bank name for the external account.

#### **4. Service Providers**

We are offering you the Account-to-Account Transfer Service through one or more Service Providers that we have engaged to render some or all of the Account-to-Account Transfer Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Account-to-Account Transfer Service to you, we are the sole party liable to you for any payments or transfers conducted using the Account-to-Account Transfer Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Account-to-Account Transfer Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

#### **5. Authorization and Processing**

You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal rights, power, and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and

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remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 11 (Account to Account Transfer Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 11 (Account to Account Transfer Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.

- We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of one or more of the following circumstances:
- If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer, or the transfer would exceed the credit limit of your overdraft line of credit account, if applicable;
- The Account-to-Account Transfer Service is not working properly, and you know or have been advised by us about the malfunction before you execute the transaction;
- The transfer is refused as described in Section 12 (Refused Transfers) below;
- You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
- Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

It is your responsibility to ensure the accuracy of any information that you enter into the Account-to-Account Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

### 6. **Transfer Methods and Amounts**

There are limits on the amount of money you can send or receive through our Account-to-Account Transfer Service. These limits may be adjusted from time to time in our sole discretion. You will be notified of any changes, as required by applicable law.

Limits are as follows:

- Standard inbound or outbound transaction/daily limit: \$5,000
- Standard inbound or outbound monthly limit: \$10,000
- Next day inbound or outbound transaction/daily limit: \$2,000
- Next day inbound or outbound monthly limit: \$5,000
- Standard inbound or outbound transaction minimum: \$10
- Next day inbound or outbound transaction minimum: \$10

We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Account-to-Account Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you.

### 7. **Transfer Cut off Times**

#### • **Standard Transfers**

- o Debit posts on the next ACH processing day
- o Credit will not post until the debit has settled, typically three ACH business processing days from the original transaction request.
- o Cutoff time is 11:59 pm central time

#### • **Next-Day Transfers**

- o Debit(s) and Credit(s) post on the next ACH business processing day
- o Cut off time is 6:59 pm central time (add one day if after cutoff)
- o Next-Day Fee applies. Refer to the Grinnell State Bank Miscellaneous Services brochure.

### 8. **Next-Day Processing**

You may be eligible to initiate next-day transfers in the Account-to-Account Transfer Service. Limitations may apply. Please contact a Personal Banker at 800-236-3187 for further details.

**9. Transfer Cancellation Requests**

You may cancel a transfer at any time until it begins processing (as shown in the Account-to-Account Transfer Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed), we will make reasonable attempts to otherwise return the funds to you.

**10. Stop Transfer Requests**

If you desire to stop any transfer that has already been processed, you must contact our customer service department pursuant to the earlier section Electronic Funds Transfers: your rights and responsibilities. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for stop pays as set out in the Grinnell State Bank Miscellaneous Services brochure.

**11. Account to Account Transfer Service Fees and Additional Charges**

You are responsible for paying all fees associated with your use of the Account-to-Account Transfer Service. Applicable transaction fees and other optional services (such as Next-Day transfers) will be disclosed in the user interface within the Account-to Account Transfer Service or Site or refer to GSB's Miscellaneous Services brochure. Additional transaction charges may apply to the funds transfer when a request to debit your account with Grinnell State Bank results in an overdraft to that GSB account. A Paid Item Charge or Return Item Charge for the overdraft may apply each time a transfer transaction is presented which would create an overdraft or results in an overdraft to your Eligible GSB account. Refer to GSB's Miscellaneous Services brochure. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Account-to-Account Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. Refer to the Truth & Savings disclosure for your account, provided to you at account opening and GSB's Miscellaneous Services brochure. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 24 (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account to Account Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 24 (Failed Or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

**12. Refused Transfers**

We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

**13. Returned Transfers**

In using the Account-to-Account Transfer Service, you understand transfers may be returned for various reasons other than Non-Sufficient Funds, such as, but not limited to, the External Account number is not valid. We will void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

**14. Notices to Us Regarding the Account-to-Account Transfer Service**

Except as otherwise stated below, notice to us concerning the Site or the Account-to-Account Transfer Service must be sent by postal mail to: Grinnell State Bank, P.O. Box 744, Grinnell, Iowa, 50112. We may also be reached at 800-236-3187 for questions and other purposes concerning the Account-to-Account Transfer Service. We will act on your telephone calls as previously stated in earlier section Electronic Funds Transfers: your rights and responsibilities, but otherwise, such telephone calls will not constitute legal notices under this Agreement.

**15. Notices to You**

You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Account-to-Account Transfer Service, emailing it to an email address that you have provided us, or mailing it to any postal address that you have provided us. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than five (5) Business Days after it is mailed. You may request a paper copy of any legally required disclosures, and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 14 (Notices to Us Regarding the Account-to-Account Transfer Service) above. We reserve the right to terminate your use of the Account-to-Account Transfer Service if you withdraw your consent to receive electronic communications.

**16. Text Messages, Calls and/or Emails to You**

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live

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telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

### 17. **Receipts and Transaction History**

You may view your transaction history by logging into the Account-to-Account Transfer Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

### 18. **Your Privacy; Privacy of Others**

Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

### 19. **Eligibility**

The Account-to-Account Transfer Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Account-to-Account Transfer Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signer or guarantor. By using the Account-to-Account Transfer Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

### 20. **Prohibited Transfers**

The following types of transfers are prohibited through the Account-to-Account Transfer Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:

- a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
  - b. Transfers that violate any law, statute, ordinance, or regulation; and
  - c. Transfers that violate the Acceptable Use terms in Section 21 (Acceptable Use) below; and
  - d. Transfers related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
  - e. Transfers related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
  - f. Transfers relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
  - g. Transfers relating to tax payments and court ordered payments.
- Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 14 (Notices to Us Regarding the Account-to-Account Transfer Service) above of any violations of the Agreement generally.

### 21. **Acceptable Use**

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Account-to-Account Transfer Service, regardless of the purpose of the use, and for all communications you send through the Account-to-Account Transfer Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Account to Account Transfer Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any

robot, spider, other automatic device, or manual process to monitor or copy the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Account to Account Transfer Service, or interfere or attempt to interfere, with the Site or the Account to Account Transfer Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 14 (Notices to Us Regarding the Account-to-Account Transfer Service) above of any violations of the Agreement generally.

**22. Reg. E Disclosures (Your Liability for Unauthorized Transfers)**

The EFT (Electronic Funds Transfer) Act, most commonly known as Regulation E, provides consumers with certain rights and responsibilities with respect to EFTs initiated through our online/mobile banking service. Please read the following EFT disclosures carefully. Tell us AT ONCE if you believe your User ID or password has been lost or stolen. Telephoning us is the best way to keep your possible losses down. You could lose all the money in your account. If you tell us within two (2) business days, you can lose no more than \$50. If you do NOT tell us within 2 days after you learn of the loss or theft of your User ID or password, and we can prove that we could have stopped someone from using your login credentials had you told us, you could lose as much as \$500.00. Also, if your statement (or for a prepaid account where no statement is sent, if your electronic history or written history) 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 transmitted to you (or for a prepaid account where no statement is sent, 60 days after the earlier of the date you electronically access 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 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may in our sole discretion extend the period.

**23. Taxes**

It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.

**24. Failed or Returned Transfer Instructions**

In using the Account-to-Account Transfer Service, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Transfer Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Transfer Instruction would exceed the overdraft line of credit limit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer, if applicable), the Transfer Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Transfer Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

You will reimburse our Service Provider immediately upon demand the amount of the Transfer Instruction if the transfer has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;

You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Transfer Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the overdraft line of credit limit of your Eligible Transaction Account, to cover the transfer, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any Paid Item Charge or Return Item Charge (overdraft item charges) that may be assessed by us, as set forth in your GSB Miscellaneous Services brochure from us or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

**25. Address or Banking Changes**

It is your sole responsibility, and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. If you need to make changes to your customer profile for anything listed above, you can do so by calling our Customer Service Department at 800-236-3187 or stopping at any one of our branches. We are not responsible for any payment processing errors or fees incurred if you do not provide an accurate Eligible Transaction Account, Transfer Instructions or contact information.

**26. Information Authorization**

Your enrollment in the applicable Account-to-Account Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information, and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Account-to-Account Transfer Service, to authenticate you when you log in, to send you information about the Account-to-Account Transfer Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Account-to-Account Transfer Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store, and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store, and disclose such information acquired in connection with the Account-to-Account Transfer Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Account-to-Account Transfer Service.

- a) Mobile Subscriber Information. You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b) Device Data. We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

**27. Account-to-Account Transfer Service Termination, Cancellation, or Suspension**

If you wish to cancel the Account-to-Account Transfer Service, you may contact us as set forth in Section 14 (Notices to Us Regarding the Account-to-Account Transfer Service) above. Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Account-to-Account Transfer Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

**28. Intellectual Property**

All marks and logos related to the Account-to-Account Transfer Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Account-to-Account Transfer Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Account-to-Account Transfer Service, the portion of the Site through which the Account-to-Account Transfer Service is offered, the technology related to the Site and Account to Account Transfer Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Account to Account Transfer Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

**29. Password and Security**

If you are issued or create any password or other credentials to access the Account-to-Account Transfer Service or the portion of the Site through which the Account-to-Account Transfer Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Account to Account Transfer Service without your consent, you must inform us at once at the telephone number provided in Section 14 (Notices to Us Regarding the Account-to-Account Transfer Service) above. See also Section 22 (Reg. E Disclosure; Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

**30. Change in Terms or Amendments**

We may change any term of this Agreement at any time. If the change would result in increased fees for the Account-to-Account Transfer Service, increased liability for you, fewer types of available electronic funds transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least thirty (30) 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 funds transfer system. We will post any required notice of the change in terms on the Bank website or forward it to you by e-mail or by postal mail, in accordance with regulatory disclosure requirements. Your continued use of any or all of the subject online/mobile 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. Further, we may, from time to time, revise, update, upgrade or enhance the Account-to-Account Transfer Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Account-to-Account Transfer Service, and/or related applications and material, and limit access to only the Account-to-Account Transfer Service's more recent revisions, updates, upgrades, or enhancements.

**31. Our Relationship with You**

As your Financial Institution we act as your agent with respect to the custody of your funds for the Account-to-Account Transfer Service. We do not have control of, or liability for, any products or services that are paid for with our Account-to-Account Transfer Service. We also do not guarantee the identity of any user of the Account-to-Account Transfer Service (including but not limited to recipients to whom you send transfers).

**32. Assignment**

You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain elements of our rights and responsibilities under this Agreement to independent contractors or other third parties.

**33. Remedies**

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Account to Account Transfer Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Account-to-Account Transfer Service for any reason or no reason and at any time. The remedies contained in this Section 33 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

**34. Disputes**

In the event of a dispute regarding the Account-to-Account Transfer Service, you and we agree to resolve the dispute by looking to this Agreement.

**35. Arbitration**

For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be

final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state, and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

**36. Law and Forum for Disputes**

Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, applicable federal laws, Article 4A of the Uniform Commercial Code, NACHA Network or ACH Network Rules and other applicable rules. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 35 Arbitration above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 35 (Arbitration) of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

**37. Indemnification**

You agree to defend, indemnify, and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Account to Account Transfer Service.

**38. Release**

You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Account to Account Transfer Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

**39. No Waiver**

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**40. Exclusions of Warranties**

THE SITE AND ACCOUNT TO ACCOUNT TRANSFER SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR ACCOUNT-TO-ACCOUNT TRANSFER SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

**41. Limitation of Liability**

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ACCOUNT-TO-ACCOUNT TRANSFER SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT-TO-ACCOUNT TRANSFER SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ACCOUNT-TO-ACCOUNT TRANSFER SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ACCOUNT-TO-ACCOUNT TRANSFER SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS



OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT-TO-ACCOUNT TRANSFER SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 35 AND 36 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**42. Complete Agreement, Severability, Captions, and Survival**

You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Account-to-Account Transfer Service and the portion of the Site through which the Account-to-Account Transfer Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 4.) *Service Providers*, 14.) *Notices to Us Regarding the Account-to Account Transfer Service*, 15.) *Notices to You*, 24.) *Failed or Returned Transfer Instructions*, 25.) *Address or Banking Changes*, 28.) *Intellectual Property* and Section 32.) *Assignment to Section 42.) Complete Agreement, Severability, Captions, and Survival*, of the Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

**Proceed with Enrollment for the Online Banking/Mobile Banking Service:**

By clicking on the “I agree” button below, you are acknowledging that you have read and agree to the terms and conditions of this Agreement and would like to proceed with online registration.

**(If you do not agree, choose “decline” below).**

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