



## Online Banking Agreement - CONSUMER

[gnbbank.com](http://gnbbank.com)

### GENERAL TERMS

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

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

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

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

**Business Days/Hours:** The term "business day" shall mean every day except Saturdays, Sundays and federal banking holidays. Our business hours are 8:00 am to 4:30 pm Central Time, Monday through Friday.

### THE SERVICE

#### 1. Eligible Accounts

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

The following are Eligible Accounts:

Checking, Savings, Money Market Deposit, Certificates of Deposit, IRAs, Commercial, Installment and Real Estate Loans.

## 2. **Username**

To initially access Online Banking Services you will use a temporary password that is assigned by the Bank. With your first access to Online Banking, you will be asked to designate a new password that has certain specifications. The online instructions will explain them. You may be required to change your password periodically to enhance security.

You agree to keep your Online Banking password confidential to prevent unauthorized access to your accounts and to prevent unauthorized use. For security purposes, we recommend that you memorize your password. If you choose to write it down, store it in a secure place.

If you suspect your password is lost or in the hands of an unauthorized user, tell us at once. Call Customer Service at 800-545-0172. We reserve the right to block your access to Online Banking Services to maintain or restore security to our website and systems, if we reasonably believe your password has been or may be obtained or is being used or may be used by an unauthorized person(s).

## 3. **Equipment and Software**

To access GNB Bank's Online Banking you must have an active account with an Internet Service Provider (ISP). You must also have the most current version of an Internet browser software program. You are responsible for, at your expense, obtaining, installing, maintaining and operating all Equipment you use. This includes keeping your operating system and applications fully patched and updated. We do not warrant nor will we be responsible for any errors or failures from the malfunction or failure of your Equipment. It is also recommended you avoid using operating systems that are no longer supported by their manufacturer, ie Windows XP.

## 4. **Description of Services**

### a) Account Information

You can specifically obtain the following information:

- Certain account history for the previous 18 months and export this information directly to your computer.
- Interest information on your interest-bearing deposit account(s) and loan account(s).
- Account-related information such as current balances, loan payment amounts, payment due dates, and certificate of deposit maturity dates.

### b) BillPay

If you subscribe to BillPay, the agreement is located in the Check Free Rxp system after you sign in and access your account information. There are no fees for the BillPay Service.

## 5. **Hours of Operation**

You can access Online Banking Services through GNB Bank's Online Banking seven days a week, 24 hours a day. However, at certain times, some or all of the service may not be available due to system or Internet maintenance. If we need to change the scope of our Online Banking Services, we will attempt to provide prior notices of such interruptions and changes but cannot guarantee that such notice will be provided.

A transfer between deposit accounts initiated through Online Banking before 6:00 pm Central Time on a business day will be posted to your accounts on the same day. We cannot ensure that a transfer between deposit accounts after 6:00 pm Central Time on a business day will be posted to your account on the same day. Transfers initiated on a Saturday, Sunday, or a federal holiday, will be posted on the next business day. Credits to loan accounts initiated through GNB Bank's Online Banking

may take up to two business days to post.

## 6. Electronic Messaging

Please be aware that email is not a secure means of communication *unless specifically noted* and confidential information, such as account numbers, balances and personal information should not be included in an email.

If you have given us an e-mail address or postal address, we are entitled to rely on that address and assume that messages sent to that address are received by you until you give us notice in writing or by e-mail that the address is no longer valid. If we send you a notice or disclosure electronically, and you wish to download or print it and are unable to do so, contact us at the mailing address or telephone number in the Error Notice section of this Agreement or send us an e-mail and we will provide you with a paper copy.

GNB may use your email address to tell you of changes or updates to your account(s), information about Online Banking, or other GNB products and services. GNB may also use email to alert you of fraudulent activities and scams. (Each email will provide an easy way to opt out of future email notifications from GNB if you decide at a later date, you no longer wish to receive this information via email.)

## 7. Limitation of Liability Relating to Online Services

Except as otherwise provided in this Agreement or otherwise expressly provided by applicable law or regulation, you agree that neither we nor any party that provides Internet access or provides equipment used to access the Online Banking Services or any agent, independent contractor, or subcontractor of any of the foregoing will be liable for any loss, injury, or damage including without limitation, direct, indirect, incidental, special, consequential, or punitive damages, whether under a contract, tort or any other theory of liability, arising in any way of the installation, use or maintenance of the Online Banking Services or of the Internet access provider used to access the Online Services, or of the equipment used to access the Online Services including, without limitation any loss, injury, or damage relating to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception or access to your communications with us, even if we or the Service Providers are aware of the possibility of such event.

## 8. Periodic Statements

You will receive a monthly account statement from us for your checking and money market deposit accounts. You will receive a monthly account statement from us for your savings accounts that have the same account number as your checking account or if there are transfers from the savings account in a particular month. In any case, you will receive a savings statement at least semi-annually.

Paper Statement fee of \$3.99 will apply to our Choice Checking account if online account is inactive for 6 months.

## 9. Preauthorized Payments

Right to stop payment and procedures for doing so. Stop Payment fees are \$20.00 per check plus sales tax. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call Customer Service at 800-545-0172 or write to us at GNB Bank, PO Box 246, Grundy Center, Iowa, 50638, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may require you to put your request in writing and get it to us within 14 days after you call.

## 10. Confidentiality

We will disclose information to third parties about your account or the transfers you make: (1) Where it is necessary for completing transfers; (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (3) In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process, or in order to give information to any government agency or official having legal authority to request such information; (4) If you give us written permission. Additional information on information sharing is provided to you in our privacy disclosure.

## 11. **Authorization to Obtain Information**

You agree that we may obtain and review your credit report from a credit bureau or similar entity. You also agree that we may obtain information regarding your Payee Accounts in order to facilitate proper handling and crediting of your payments.

## 12. **Unauthorized Access**

Tell us AT ONCE if you believe your password has been lost or stolen. Prompt notification is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum line of Safety Check). If you tell us within two business days, you can lose no more than \$50. If you do NOT tell us within 2 business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented someone from taking the money if you had told us in time. If you believe your password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call Customer Service at 800-545-0172 during normal business hours listed in this Agreement. WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PINS OR PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.

## 13. **Error Resolution**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed below as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared:

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.
- (4) For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days following the date you notified us. We will tell you the results of our investigation within 10 business days (20 business days if the transfer involved a point of sale transaction or a foreign-initiated transfer) after hearing from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a point of sale transaction or foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a point-of-sale transaction or a foreign-initiated transfer) for the amount you think is in error, so that you will have the use of your money during the time it takes us to complete our investigation. If we decide that there

was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

GNB Bank  
PO Box 246  
Grundy Center, IA 50638

Business Days: Monday through Friday (excluding Federal Holidays)  
Phone: 800-545-0172

#### **14. Termination**

This agreement continues in full force and effect until terminated. You may terminate this Agreement and your use of Online Banking Services at any time by calling Customer Service at 800-545-0172 or by sending a written termination notice to GNB Bank, PO Box 246, Grundy Center, IA 50638. Your termination notice will be confirmed by mail. You authorize us to complete fund transfers until we have had a reasonable opportunity to act upon your termination notice.

We may terminate this Agreement and your use of the Online Services at any time without cause or prior notice. This Agreement and your use of the Online Services will be terminated automatically if your Eligible Account(s) are closed or access to your Eligible Account(s) is restricted for any reason. This Agreement and your use of the Online Services may be terminated at any time without prior notice due to insufficient funds in one of your Eligible Account(s). After termination on such basis, you may again enroll once sufficient funds are available in your Eligible Account(s) to cover any fees and other pending transfers or debits. We reserve the right to temporarily suspend Online Services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your password as an indication of attempted security breach. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

If you do not access your Online Banking for 6 months, it will become inactive. At that time, you will need to re-enroll.

#### **15. Changes to Charges, Fees or Other Terms**

We reserve the right to change the charges, fees or other terms described in this Online Banking Agreement. When changes are made to any fees, charges, or other material terms, we will electronically update this Online Access Agreement or send an e-message notice to you at the address shown on our records at least 30 days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within 30 days before the change. As always, you may choose to accept or decline changes by continuing or discontinuing the account(s) or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Account Disclosure Statement.

#### **16. Security Procedures**

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

## 17. Fees / Fee Schedule

There is no charge for Online Banking Service, which includes access to all Eligible Account(s). There is no fee for BillPay Services. See your Deposit Account Agreement and Fee Schedule for additional fees that may apply.