

Online Banking Agreement

Terms and Conditions

I. About the Agreement

A. Introduction

This First American Bank Online Banking Agreement ("Agreement") explains the terms and conditions for accessing accounts and conducting transactions at First American Bank ("Institution", "we", "us" and "our") via our Online Banking site(s) and systems ("Online Banking"). As used in this Agreement, the terms "you" and "your" refer to each person accepting the Online Banking Agreement.

B. Accepting the Agreement

The first time you access your accounts through Online Banking, you agree to be bound by the terms and conditions of this Agreement and acknowledge its receipt and your understanding of its terms.

If you do not agree to all of the terms in the Online Banking Agreement, click on the "Decline" button. If you do not accept the terms of the Online Banking Agreement then you will not be permitted to use the Online Banking.

Institution may, from time to time, introduce new online financial services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

C. Security and Protecting Your Account

We are strongly committed to protecting the security and confidentiality of our client's account information. We use a multilayered security system to help secure our Online Banking services.

- Users must have a valid Online Banking User Name and Password to log on. Once connected to our systems, if no action is taken within a specified time, the user will be automatically logged off the Online Banking systems.
- The device – computer or mobile phone – must be recognized or the user may be asked additional challenge questions or be required to verify their registered email address.
- If the user's geographic location is different than normal, they may be asked either a challenge question or to verify their registered email address.

In addition, we use SSL (secure socket layer) encryption technology to secure your online banking session. SSL, the industry-standard method for protecting web communications, works by using a public and private key combination to scramble the data from your browser to our systems to avoid an unauthorized party intercepting the information as it passes over the Internet.

D. Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call First American Bank.

Neither First American Bank nor any company affiliated with First American Bank will contact you via e-mail or phone requesting your Online Banking user name or personal password. If you believe that your online password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify us **AT ONCE**.

We also utilize an Extended Validation (EV) Certificate, commonly referred to as the "green address bar". This additional layer of security turns the web browser's address bar green when a user accesses a website secured with an EV SSL certificate. The green address bar provides visual confirmation that the user is on a secure site and enables customers to gain confidence that they are sending their personal information to a legitimate business and not an impostor. Used in conjunction with encryption, EV certificates provide a complete security solution, assuring the identity of one or all parties involved in a transaction.

E. Requirements

Your browser must support 128-bit encryption to access First American Bank's Online Banking service. Additional security requirements of your browser may be required in order to ensure confidentiality of the data transmissions.

F. Online Banking User Name and Password

Your Online Banking User Name and Password will give you access to your accounts with Institution via Online Banking. For security purposes, we recommended that you memorize your Online Banking User Name and Password and do not write it down. The system will automatically prompt you to change your Password on a periodic basis. In addition, your Password can be changed after logging on to the Online Banking site. You are responsible for keeping your Online Banking User Name, Password and account data confidential. When you give someone your Online Banking User Name and Password, you are authorizing that person to use Online Banking and the Services (as defined below). You are responsible for all transactions performed using your Online Banking User Name and Password even if you did not intend or authorize them. In addition, fraudulent transactions initiated using your Online Banking User Name and Password may be charged against your account(s).

G. Accessibility

You can usually access Online Financial Services seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of Online Banking services may not be available due to system maintenance or reasons beyond Institution's control. Institution does not warrant that Online Banking will be available at all times. When unavailable, you may use our telephone banking system, an automated teller machine ("ATM") or an Institution branch office to conduct your transactions.

H. Restrictions

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using the Online Banking. You may not gain, or attempt to gain, access to any Online Banking server, network or data not specifically permitted to you by Institution or its suppliers, and you must not include any obscene, libelous, scandalous or defamatory content in any communications with Institution or its suppliers.

III. About Our Services

A. Transfers

- Transfers can be made to any of your First American Bank checking, savings, money market, or line of credit accounts attached to the same profile.
- Transfers can be made as a payment to any of your First American Bank loan accounts attached to the same profile.
- An Online Banking transaction initiated prior to 6:00 pm (CST) on a banking day is posted to your account the same day. All transfers completed after 6:00 pm (CST), or on a non-banking day, will be posted the following banking day.
- In order for transferred funds to be available to pay items that are processed against your account overnight (i.e. checks, direct debits), they must be entered before the cut-off time of 6:00 pm (CST).
- Funds transferred as a payment to a loan account before the cut-off time will be credited with the date the payment is made.

B. Loan Payments

All loan payments made through Online Banking will be applied in the following order: interest, principal, escrow, unless otherwise specified. In addition, any past due amounts and/or late fees will be applied before current due amounts. Customers who wish to specify how a loan payment will be applied may contact Institution to request a special loan payment.

C. Bill Payment Service

The Bill Payment service allows you to schedule bill payments through Online Banking. Institution does not provide the service directly. Instead, Institution entered into an agreement with a bill payment provider to provide the bill payment services directly to you. Subject to any regulatory or Institution-imposed limitations on usage, you can arrange, at your option, for the payment of your current, future and recurring bills from a checking or savings account. There is no limit to the number of payments that may be authorized and you may pay any merchant or individual approved by the bill payment provider, however, the amount of any individual payment may not exceed \$999,999.99. While payments are initiated by you electronically, they are ultimately paid via an automated clearinghouse (ACH) network or by a paper check. Payments delivered over an ACH network are governed by the rules and performance standards of that network.

By providing the service with names and account information of Billers to whom you wish to direct payments, you authorize the service to follow the payment instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the service may edit or alter payment data or data formats in accordance with Biller directives. When the service receives a payment instruction, you authorize the service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the service to credit your Payment Account for payments returned to the service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the service. The service will use its best efforts to make all your payments properly. However, the service shall incur no liability and any Service Guarantee shall be void if the service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the service about the malfunction before you execute the transaction; You have not provided the service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
3. Circumstances beyond control of the service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your payment instructions, the service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

D. Risk of Loss

These may include requiring pre-authorized drafts, verifying funds through an ATM network, and separating debits from credits so that payments are not sent until after good funds are received. Institution and its Bill Payment provider also reserve the right to terminate your use of Bill Payment services at any time.

If, for any reason, you should ever wish to cancel Online Banking, we strongly suggest that you cancel all future bill payments at the same time. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete any outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your Bill Payment service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

E. Mobile Deposit Service

Services and Eligibility

Subject to the terms set forth in this Agreement and that we may communicate to you from time to time, you may deposit certain Permitted Items (as defined below) using Mobile Deposit Services (the "Services") to eligible checking or savings accounts (each an "Account") from home or other remote locations using a mobile device capable of capturing electronic images of the front and back of Permitted Items and transmitting them to us.

To be eligible to use the Services you must be (1) enrolled in both the Institution's online and mobile banking services; and (2) an authorized signer or an owner either individually or jointly on the Account that is eligible for the Services. Your Account must be in good standing in order to use the Services.

Permitted Items

If you have met, in our sole discretion, the eligibility requirements and conditions we have established for use of the Services, we will provide for acceptance for deposit to your Account(s) electronic images of Permitted Items for collection as allowed under this Agreement. A "Permitted Item" is a paper "check," as defined in Federal Reserve Regulation CC, Title 12, Part 229 of the Code of Federal Regulations, that is drawn on a United States financial institution, subject to the restrictions described in this section and as communicated to you from time to time. **The following items are ineligible for the Services:**

- Foreign checks
- Credit card checks
- Items not payable in United States currency
- Items that are reproductions of the original (IRDs, substitute checks)
- Savings bonds
- Third-party checks that are payable to any party other than the account holder(s)
- Stale-dated (dated more than 6 months prior to the date of deposit)
- Post-dated (made payable at some point in the future)
- Payee is blank
- Makers signature missing
- The item(s) contains obvious alteration
- Improper endorsement

By requesting access to the Services, you authorize the Institution to provide you with access to all of the eligible Accounts you designate to participate in the Services.

Customer Requirements

- **Electronic Items.** You shall use the Services to create electronic images of Permitted Items that you wish to deposit to your Account and transmit those electronic images (hereafter, "Electronic Items") to us. All Electronic Items shall be legible and accurately depict legal and courtesy amount field, payee, date, check number, drawee information, and memo line designation. In addition, you must verify that the Magnetic Ink Character Recognition ("MICR") line is true and accurate. We have the right to adjust the amount of any deposit based on our review of the Electronic Item. We shall not be liable for any damage resulting from an Electronic Item's poor image quality, including those related to rejection of, or delayed or improper crediting of, such Electronic Item or from any inaccurate information you supply regarding the Electronic Item.
- **Deposit Limits.** Institution reserves the right to establish and assign limits for the Services and to modify such limits from time to time in Institution's sole discretion. You agree to comply with all such limits.
- **Endorsement.** You agree to clearly and properly endorse each Permitted Item you transmit for deposit through the Services and to include the restriction "FOR MOBILE DEPOSIT ONLY" in such endorsement. Endorsements must be made on the back of the check.
- **Destruction.** All Permitted Items shall be retained in a secure fashion after you have deposited the Electronic Item for 14 business days. The original check should then be destroyed by shredding or another method that assures complete destruction of the item.
- **Safeguarding.** You shall safeguard all Permitted Items prior to their destruction from unauthorized access and use, including without limitation, theft, alteration, access, re-imaging, and re-presentation.
- **No Further Use.** You will not permit the Permitted Item to be presented, returned or otherwise used to obtain a payment that would duplicate the payment sought via the Services.
- **Hardware, Software, and Internet Connectivity.** You are responsible for your own hardware and software, including the equipment used to provide connectivity to the internet. You are responsible for troubleshooting internet connectivity issues with your Internet Service Provider ("ISP") or Mobile Service Provider and all connectivity and data charges, fees, problems, interruptions and related issues shall be your responsibility and not ours.

Transmission of Deposits

Using the Services to scan Permitted Items and submit Electronic Items for deposit does not constitute receipt of the deposit by the Bank. A deposit of Electronic Items will be deemed to have been accepted by Institution for deposit when all of the following have occurred: (i) the Institution or its designated agent has verified that the image quality of the Electronic Item is acceptable to Institution in its discretion, all Electronic Item information is complete and the deposit totals are balanced to the Electronic Item information provided for the deposit; and (ii) the Institution has successfully performed all further validation routines with respect to the deposit.

Acknowledgment that your Electronic Item deposit has been received by the Institution does not mean that the Electronic Item deposit was accepted for deposit, error free, able to be processed or complete or that funds will be credited for that Electronic Item. The Institution is not responsible for any deposit made via the Services that does not comply with the terms of this Agreement, applicable law or any other requirement of us (including without limitation, check eligibility, image quality, late or missing deposits, or deposit and file limits specified by us).

Rejection of Deposits

All deposits received by Institution are subject to verification and final inspection. Institution may reject any deposit which it receives for any reason or no reason. Institution is not liable for any service or late charges that may be imposed against you due to Institution's rejection of any deposit. In all cases, you remain responsible for any loss or overdraft and any applicable fees that result from the rejection of any deposit.

The Institution normally provides notice of rejected deposits via email; however, Institution may reject deposit of any Electronic Item in its sole discretion without notice to you and will not be liable for any such rejection or failure to notify you of such rejection.

If your Electronic Item deposit is rejected, you may attempt to deposit the original check at a branch. You are solely responsible for verifying that checks that you deposit by using the Service have been received and accepted for deposit by Institution. You can verify acceptance and the amount of your Electronic Item deposit credited to your account by reviewing your statement online or by calling the Institution.

Availability of Funds

You acknowledge that Mobile Deposits are not subject to Institution's normal funds availability policy. However, if an item you transmit through the Service is received and accepted before 3:00 PM CST on a business day that the Institution is open, Institution may consider that day to be the date of your deposit. Otherwise, Institution may consider the deposit as though made on the next business day Institution is open. A business day is defined as Monday through Friday, excluding federal holidays. Funds from Mobile Deposits will generally be available within two business days from the day of deposit but may be held up to 14 business days.

Notice of Return Deposit

- **Returned Deposits.** You specifically agree that we shall have no obligation whatsoever (including without limitation, to process, repair, return or represent) in connection with any failure of a Permitted Item, Electronic Item, file or deposit to meet any specifications or requirements provided by us to you.
- **Representment.** If we have credited your account for an Electronic Item that is subsequently returned to us unpaid, we reserve the right to deduct the amount of the returned Electronic Item from your account, as well as any applicable fees. We may, solely at our option and without undertaking an obligation to do so, re-deposit the returned Electronic Item and deduct the applicable fee from your account and you shall hold us harmless for any and all fees and or losses associated therewith. If we choose to re-deposit the returned Electronic Item, you expressly agree that you have consented to this action and further agree that we have not waived or forfeited our right to deduct the amount of the returned check from your account by exercising the option to re-deposit.
- **Time and Manner of Returns.** You agree that you shall accept a returned deposit made via the Services at any time in the event such return was caused by or resulted from your failure to comply with this Agreement. In the event of a return, you agree that such return may be made in any legally acceptable form (including without limitation, image, image replacement document, or MICR memo). You may present the Permitted Item for deposit, in connection with a returned deposit, only by delivery of the tangible Permitted Item and only upon our prior written approval.

F. Alerts

Your enrollment in First American Bank Online Banking and/or 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 First American Bank account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online 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 Alerts menu within First American Bank Online Banking and Alerts menu within First American Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. 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. First American 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 First American Bank Online Banking message in-box, by an e-mail message. 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 or 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 First American 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 515-226-9998. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. First American 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 First American Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold First American Bank, its directors, officers, employees, agents, and 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 passcode 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.

G. Security Procedure

You agree to the security procedures ("Security Procedures") used by the Institution in connection with the Services. As part of the Security Procedures, the Institution may employ various authentication technologies, including, but not limited to, use of User Names and passwords. **YOU UNDERSTAND AND AGREE THAT YOU WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER YOUR USER NAME AND PASSWORD.**

H. Term and Termination; Changes to Agreement Terms

The term of this Agreement will continue until terminated. Because the Services are provided as a convenience to you, we reserve the right to terminate the Services and/or this Agreement at any time, for any or no reason. We shall have no liability to you or to any third party for interruption or termination of the Services. Your sole remedy will be to make your deposit in person at any of our banking offices. Institution reserves the right to change the charges, fees or other terms described in this Agreement at any time. When changes are made, we may notify you by: 1) electronic mail; and/or 2) physical mail at the address shown in our records; and/or 3) update of our website.

I. Customer Representations and Warranties

You represent and warrant that (i) all deposits made via the Services shall conform in all respects to the requirements herein, the Agreement, any reasonable Institution instructions, rules or policies as may be communicated to you from time to time, and any other applicable requirement under the law; (ii) all signatures on each check are authentic and authorized; (iii) the check has not been altered; (iv) all check images are true, authentic representations of the checks they represent and meet the quality standards set forth herein; (v) you have not and shall not submit any duplicate deposit, check, check image or deposit made via the Services, or otherwise authorize, allow or permit any third party to submit any duplicate deposit, check, check image or deposit made via the Services; (vi) we shall in no event suffer any loss, damage or harm in connection with the deposit of any check made via the Services; (vii) all information provided to us is true and accurate; (viii) all checks are authorized and valid, and not subject to defenses by the applicable maker or drawee; and (ix) you have complied with all laws, rules and regulations in connection with the Services, including without limitation, Regulation CC and the Check Clearing for the 21st Century Act ("Check 21").

IV. Other Terms and Conditions

A. Responsibility

Neither Institution nor its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibit withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with Online Banking; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Online Banking or Online Financial Services; (ix) you knew that Online Banking and/or the Online Financial Services were not operating properly at the time you initiated the transaction or payment; (xi) there is postal delay; or (xi) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

B. Unauthorized Transactions

You should notify us immediately if you believe anyone has improperly obtained your Online Banking User Name and password or if you suspect any fraudulent activity in your account(s). If your Online Banking User Name and Password have been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than \$50. If you do not tell us within the two (2) business day period, you could lose as much as \$500 if we could have stopped the use of your accounts had we received notice in a timely manner.

Unauthorized transactions should be reported to Institution via one of the following:

- Telephone us at one of our branches
- Write us at:
First American Bank
PO Box 71155
Clive, IA 50325

Unauthorized bill payment transactions should be reported to Bill Pay Customer Service via one of the following:

- Telephone us at 866.820.0079 from 6:00 am to 12:00 am CST;
- Contact Customer Service by using the application's e-messaging feature

C. Electronic Mail (Email)

Sending Email is a very good way to communicate with Institution regarding your accounts or the Online Banking. However, your email is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as account numbers and balances in any email to Institution. You cannot use email to initiate Online Banking transactions. All such transactions must be initiated using the appropriate functions within the Online Banking site. Institution will not be liable for any errors, omissions, claims, or problems of any kind involving your email.

D. Disclosure of Account Information

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make only in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee:
- To a consumer reporting agency for research purposes only;
- In order to comply with a governmental agency or court orders; or,
- If you give us your written permission.

E. Links to other Sites

Information that Institution publishes on the World Wide Web may contain links to other sites and third parties may establish links to Institution's site. Institution makes no representations about any other website that you may access to, from or through this site. Unless expressly stated in writing, Institution does not endorse the products or services offered by any company or person linked to this site nor is Institution responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

F. Virus Protection

Institution is not responsible for any electronic virus, malware, spyware, etc. that you may encounter using Online Banking. We strongly encourage you to routinely scan your computer using reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

G. Damages and Warranties

In addition to the terms previously disclosed, Institution is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Online Banking or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Institution or one of its suppliers. In addition, Institution disclaims any responsibility for any electronic virus(es) Customer may encounter after installation of such software or use of Online Banking. Without limiting the foregoing, neither Institution nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. Institution and its suppliers provide Online Banking from their own sites and they make no representation or warranty that any information, material or functions included in Online Banking are appropriate for use by you in your jurisdiction. If you choose to use Online Banking, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Institution nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking, or contained in any third party sites linked to or from Institution's website. INSTITUTION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF ONLINE BANKING, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. INSTITUTION DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

H. Indemnification

Customer shall indemnify, defend and hold harmless Institution and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Customer's negligence; (ii) Customer's failure to comply with applicable law; or (iii) Customer's failure to comply with the terms of this Agreement.

I. Additional Remedies

Due to the likelihood of irreparable injury, Institution shall be entitled to an injunction prohibiting any breach of this Agreement by Customer.

J. Applicable Rules, Laws, and Regulations

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of the State of Iowa without regarding to conflict of law principles. You hereby irrevocably submit to the exclusive jurisdiction and venue of the state and federal courts with jurisdiction over Polk County, Iowa. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

K. Assignment

Institution may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

L. Integration

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and Institution.

M. Severability

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the Institution, this Agreement will control.

N. Waiver

Institution shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Institution of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

O. Force Majeure

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

P. Construction

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

Q. Errors and Questions

In case of errors or questions about your account, you should as soon as possible notify Institution via one of the following:

- Telephone us at one of our branches
- Write us at:
First American Bank
PO Box 71155
Clive, IA 50325

In case of errors or questions about your bill pay transactions, you should as soon as possible notify Bill Pay Customer Service via one of the following:

- Telephone us at 866.820.0079 from 6:00 am to 12:00 am CST;
- Contact Customer Service by using the application's e-messaging feature

We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared. You must:

- Tell us your name and account number;
- Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- Tell us the dollar amount of the suspected error.

If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within ten (10) business days. If you fail to notify us within the sixty (60) day period, you may not recover any of the money you lost if we can establish that the loss could have been avoided had you notified us on time. Generally speaking, we will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, after we hear from you. However, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. In this case, we may provisionally credit your account so that you have use of the money during the time it takes us to complete our investigation. If you fail to provide your complaint or question in writing within ten (10) business days of a request from us to do so, we reserve the right to not credit your account. If we confirm an error, we will correct your account record within ten (10) business days, or twenty (20) business days in the case of point of sale or international transaction. If we determine that there was no error, we will send you a written explanation within three (3) business days after we conclude our investigation and will debit any interim amounts credited to your account. You may request copies of any documents that we use in our investigation.

R. Business Days

For Online Banking, our business days are Monday through Friday, excluding bank holidays.

S. Electronic Disclosure and Consent

By your electronic consent to this Agreement, you agree that we may provide you with all disclosures, notices and other communications, about Online Banking, including the Agreement and any future amendments, in electronic form. We will provide all future notices by posting them on the Online Banking Sign In Page for a period of at least ninety (90) days. You may download or print these notices from your computer. At your request, we will provide you with a paper copy of any of the above documents without any fee.

You have the right to withdraw this consent, but if you do, we will immediately terminate your participation in Online Banking. You may obtain copies of any documents we provided electronically or withdraw your consent by calling us at one of our branches.