



## Electronic Services Agreement and Disclosure

This Electronic Services Agreement and Disclosure (the "Agreement") states the terms and conditions that apply when you access and use Hills Bank Online™ from your computer, tablet, or mobile device that is supported by our system (a "Device") and/or use Push Button Banker to make payments, transfer funds between qualifying accounts, access accounts, obtain information, view bank statements, and perform other transactions (the "Electronic Services."). This Agreement also applies to any optional services that can be utilized through Hills Bank Online (collectively, the "Supplemental Electronic Services"). Availability of Supplemental Electronic Services is subject to Hills Bank's prior written approval and the execution of all applicable additional documents. These terms and conditions are in addition to those that apply to any accounts you have with Hills Bank or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this Agreement.

### 1. EXPLANATION OF CERTAIN TERMS

"You" and "your" mean an individual person or business entity that we permit to use the Electronic Services subject to the terms of this Agreement. Hills Bank and Trust Company ("Hills Bank") is also referred to as "us" and "we". "Consumer account" means an account established primarily for personal, family or household use, and does not include Trust & Wealth Management accounts. "Business account" means an account that is not a consumer account, and does not include Trust & Wealth Management accounts. "Log-in Information" includes the customer identification number, log-in, username or password and any other means of access to Hills Bank Online we establish or provide for you. "Business Day" means Monday through Friday except [bank holidays](#).

### 2. HILLS BANK ONLINE

#### A. IDENTIFICATION NUMBER AND PASSWORD

Hills Bank Online can be accessed by any Device. The first time you access Hills Bank Online on a Device or from a new Internet browser on a previously used Device, we will provide you with a one-time secure access code for authentication purposes. To access Hills Bank Online you must use the Log-In Information we establish or provide for you. Keep your Log-in Information confidential to prevent unauthorized use or loss to your accounts. Anyone to whom you give your Log-in Information will have full access to your accounts even if you attempt to limit that person's authority. Additionally, that person will have full access to any other of your accounts which are accessed by your Log-in Information, even if those accounts are in your name with another person. We recommend that you use a unique username and password for Hills Bank Online. Your password must be at least eight (8) characters in length and must be alphanumeric. We may change password requirements from time to time for security reasons without prior notice to you. You can change your password if you feel it is necessary when you are logged on to Hills Bank Online. For more information or if you have questions on how to change your Hills Bank Online password, contact Hills Bank Contact Center at 1-800-445-5725.

When you enter your Log-in Information at the Hills Bank Online login page, that information is sent over a secure connection to a third party. The third party verifies that your Log-in Information is correct and processes your request to access your accounts. If you make an error in your entry of your Log-in Information, you will not gain access to Hills Bank Online. After a series of unsuccessful login attempts, your Hills Bank Online account may be locked for 48 hours to prevent an unauthorized person from accessing your accounts. To gain access to your Hills Bank Online account, contact the Hills Bank Contact Center at 1-800-445-5725.

#### B. MOBILE BANKING

Your enrollment in Hills Bank Online enables you to access Hills Bank Online by use of an electronic wireless device such as a mobile phone or a tablet device ("Mobile Banking"). With Mobile Banking you can access Hills Bank Online by using an application (App) offered through a mobile phone or a tablet device's respective App Store. If you provide us with a mobile phone number, you will receive text messages related to your account based on the options you have selected within Hills Bank Online. You must notify us of any change to your mobile phone number or SMS number.

You represent and warrant that you are the owner or authorized user of the Device you use for Mobile Banking and that you are authorized to approve the applicable charges. You are responsible for any and all charges and fees associated with Mobile Banking charged by your communications service provider, including, without limitation, network and message fees and charges. All such fees and charges are billed by and payable to your communications service provider.

Our Mobile Banking service, as well as the content and materials you may receive or access through use of our Mobile Banking service, are proprietary to us and our licensors, and are for your use only. Mobile Banking is provided for your convenience only and does not replace your monthly account statement, which is the official record of your account.

#### C. MOBILE REMOTE DEPOSIT CAPTURE ("MRDC")

Your enrollment in Hills Bank Online allows you to make mobile deposits to your accounts from your camera-enabled mobile device by capturing checking information and electronically delivering the items and associated deposit information to us or our designated processor. By using MRDC, you agree to the following:

- (1) **Eligible items.** You agree to scan and deposit only "checks" as that term is defined in Regulation CC. An image of a check transmitted to us shall be deemed an "item" as defined in Article 4 of the Uniform Commercial Code. You shall not use MRDC to transmit any checks or other items for deposit that:
  - are payable to any person or entity other than you;
  - containing an apparent alteration on the check or item, or which you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account in which the check or item is drawn;
  - were previously converted to a "substitute check" as defined in Regulation CC;
  - are drawn on a financial institution located outside the United States of America or payable other than in United States money;
  - are "remotely created checks" as defined in Regulation CC;
  - are dated more than six (6) months prior to the date of deposit;
  - are prohibited by our procedures relating to MRDC or which are otherwise not acceptable by the Terms and Conditions of Your Account; or
  - are designated by prior notice to you as not eligible for deposit using MRDC, or that we may so designate at the time of an attempted deposit by rejecting it and returning it to you, which we may do for any reason in our sole discretion.
- (2) **Check requirements and image quality.** Any image of a check you transmit to us shall accurately and legibly provide all information on the front and back of each check. The image quality of the items must comply with the requirements established from time to time by us, American National Standard Institute (ANSI), the Board of Governors of the Federal Reserve Board, and any other regulatory agency, clearinghouse or association. These requirements include, but are not limited to, ensuring that the following information can clearly be read and understood by sign review of the check image: the amount of the check (both written and numeric); the payee; the signature of the drawer (maker); the date; the check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the magnetic ink character recognition ("MICR") line; and all other information placed on the check prior to the time an image of the check is captured (such as a required identification written on the front of the check and any endorsements applied to the back).
- (3) **Restrictive endorsements and procedures.** You agree to include the restrictive endorsement "FOR MOBILE DEPOSIT ONLY" on any check you deposit using MRDC. Below the restrictive endorsement, the check must be signed by all payees named on the check. Additionally, the check must be deposited to an account owned by the payees named on the check. For example:
  - A check payable to you must be signed by you and deposited to an account owned by you.
  - A check payable to you "and" any joint owner(s) on your account must be signed by all owners and deposited to an account jointly owned by all payees on the check.
  - A check payable to you "or" any joint owner may be signed by any person to whom the check is payable (all signatures not required).

Third party checks or checks that a payee has endorsed over to someone else ("Pay to the order of") will not be accepted for deposit using MRDC. You agree to follow any and all other procedures and instructions for use of MRDC as we may establish from time to time. **Failure to endorse the item as described may result in your deposit being rejected.** Any loss



incurred by us from a delay or processing error resulting from an irregular endorsement or other marking by you will be your responsibility, including any duplicate presentment caused because a check did not contain the proper restrictive endorsement identifying it for mobile deposit with us only.

- (4) **Deposit limits.** We reserve the right to establish and assign to you deposit limits for MRDC (including limits on dollar amount and/or number of checks and other payment instruments that you may transmit through MRDC each day) and to modify such limits from time to time in our sole discretion, and you agree to comply with all such limits. Our standard limits are currently \$49,000.00 per business day. You cannot deposit more than 20 items per business day via MRDC.
- (5) **Storage, security and destruction/disposal of transmitted items.** After you receive confirmation that we have received the image of an item, you agree to write "Deposited Electronically" on the original check and to retain and securely store the original check for at least 14 calendar days from the date of the image transmission. You further agree to make the original check accessible to us at our request. Upon receipt of a request from us, you agree to deliver to us within two (2) business days, at your expense, the requested original check in your possession. If not provided within two (2) business days, such amount will be reversed from your account. Promptly after the 14 day retention period expires, you must destroy the original check by first marking it "Processed Electronically" or "VOID", and then by destroying it in a commercially reasonable means of destruction so as to render it incapable of further transmission, deposit or presentment. You are responsible for any loss resulting from your failure to properly dispose of original checks.
- (6) **Receipt of items.** We reserve the right to reject any item transmitted through MRDC, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive our confirmation that we have received the image and that it adheres to the MRDC requirements set forth herein, as may be amended from time to time.
- (7) **Presentment.** The manner in which the items are cleared, presented for payment and collected shall be in our sole discretion subject to the agreements governing your account. You agree not to, nor to allow anyone else to, present for deposit against through MRDC or by any other means, a check or substitute check that you have utilized MRDC to deposit. If you or anyone else present a check for substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold us harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such check or substitute check. You agree that we may debit from your account the aggregate amount of any checks that are deposited more than once.
- (8) **Availability of funds.** Funds will be made available to you as detailed in the "Your Ability to Withdraw Funds – Regulation CC" section of the Terms and Conditions of Your Account. Funds may be delayed for a longer period under certain circumstances, as detailed in the "Longer Delays May Apply" section of the Terms and Conditions of Your Account. In addition, if we believe a check you have deposited using MRDC is fraudulent or counterfeit, the funds you deposit by MRDC may be delayed for a longer period.

#### D. CERTAIN TYPES OF TRANSFERS MADE VIA HILLS BANK ONLINE

The following types of transfers may be made via Hills Bank Online:

- (1) **Transfers from you to another Hills Bank customer (Internal Transfers).** In order to make transfers to another Hills Bank customer, that customer must be enrolled in Hills Bank Online and must have provided us with a valid email address. You must provide us with the last four numbers of that customer's account to which the funds will be transferred and the email address for the customer. No confirmation is required from the transferee.
- (2) **Transfers to and from an account at another institution owned by you (External Transfers):** In order to make transfers to or from an account owned by you at another financial institution, you must set up an automated transfer by providing the routing number and account number for your account at that financial institution. We will then confirm that the transfer is set up correctly through a series of verification withdrawals from and/or deposits to your non-Hills Bank account.
- (3) **Transfers from you to non-Hills Bank customers.** Transfers to non-Hills Bank customer transferees are processed in two ways: (i) you can provide all of the required information about the transferee, including an email address or mobile phone number, routing number, and account number, necessary to complete a transfer of funds; or (ii) you can provide contact information about the transferee (including an email address and/or mobile phone number) and the transferee will be contacted and requested to provide validation and account information necessary to complete the transfer of funds (a "Two-Step Transfer"). You understand and agree that when you initiate a payment to a transferee, the processing of the payment will begin immediately and the debiting of your account will occur as early as the day of such initiation. However, the payment funds will be transferred into the transferee's account no earlier than the next Business Day after you initiated the transfer. Additionally, in the case of Two-Step Transfers, the deposit of the payment funds into the transferee's account (even if such funds previously have been debited or withdrawn from your account) may be delayed if the transferee has not provided validation and/or account information necessary to complete the transfer. You acknowledge and agree that we will begin to complete the transfer of funds to the transferee only when the transferee has provided all information required to complete such transfer and you authorize and direct us to retain such funds until the earlier of such time as the transferee has provided all required information or ten (10) days. We will not be liable to you or the transferee for any compensation or interest on funds held by us pending the completion or cancellation of a payment transaction. You authorize us to credit your applicable account for payments you initiate that we cannot complete for any reason and/or for payments you initiate that may be returned by transferees.

You may initiate (a) a one-time transfer instruction to a transferee for whom processing shall be initiated immediately; (B) a one-time transfer instruction to a transferee for which processing shall be initiated at a later specified date up to one (1) year; and (c) a recurring series of transfer instructions to a transferee for which processing shall be initiated on the specified dates. By providing us with the names, telephone numbers, email addresses and/or account information for transferees to whom you wish to make transfers, you authorize us to follow the transfer instructions that we receive from you through Hills Bank Online. When we initiate the processing of a transfer based on a transfer instruction from you, you authorize us to immediately debit your applicable account for the amount of any such transfer instruction and to remit funds on your behalf. When we receive a transfer instruction from you, you authorize us to debit your account for the amount of any such transfer request and to remit funds on your behalf. You also authorize us to credit your account for the receipts of payments, including but not limited to those payments returned to us from transferees to whom you sent payment(s) or payments that were cancelled and returned to you because the processing of the transfer instruction could not be completed.

The transfers outlined in this subsection may be made via the ACH network, which is the funds transfer system governed by the NACHA Rules that provides funds transfer services to participating financial institutions.

#### E. TRANSFER LIMITS AND RESTRICTIONS

For security reasons, there are limits on the amount of money you can transfer or receive through Hills Bank Online. The limits may be adjusted from time-to-time at our sole discretion. Please contact the Hills Bank Contact Center at 1-800-445-5725 or contact us via email, secure message, or chat if you have questions about the limits. Transfers to payees outside of the United States, United States' territories, and APO's/AEO's are prohibited.

#### F. SECURITY PROCEDURES

Hills Bank Online includes features to provide security of your online session. However, there are steps you need to take to ensure information is secure. This includes using the most secure Internet browser available to you and using the latest operating system available for your Device. For the greatest possible security, we recommend using anti-malware software and anti-virus software and that you password protect your Device. You may subscribe to certain customer-configured alerts that we offer through Hills Bank Online that allow you to request and receive messages about your accounts. We do not guarantee the delivery or the accuracy of the contents of any alert. We will not be liable for losses or damages resulting from: (i) non-delivery, delayed delivery, or wrong delivery of any alert; (ii) inaccurate content in an alert; or (iii) your use or reliance on the contents of any alert for any purpose. You will manage the types and timings of your alerts and you may stop or suspend the alerts at any time. Either you or Hills Bank may terminate your use of the customer-configured alerts option at any time without notice. We may also, at our option, offer you additional, optional security procedures that are available at the time of request to enhance the security of your use of Hills Bank Online.

The following also apply to your use of Hills Bank Online:

- o **Cookie Files.** Hills Bank Online requires the use of cookie files (a small text file that your browser puts on your Device). Cookies help a site remember information about your visit. We may use the cookies to allow you to better interact with a service or site, to maintain your preferences, to enhance your experience, to improve the performance of Hills Bank Online, to authenticate you, to prevent fraud, for analytics such as the number of visitors we receive to a page, or other uses. By using Hills Bank Online, you consent to our use of cookies.
- o **Pseudo Account Names.** Hills Bank Online does not display your account numbers; we use a pseudo name. You can change these names anytime within Hills Bank Online.

We reserve the right, without prior notice to you, to limit, suspend, or terminate your access to Hills Bank Online or reject a transaction on an account if we believe that there is risk of unauthorized, illegal, or fraudulent activity. You agree that we may, in our sole discretion, require verification of user identity, in a manner satisfactory to us, at any time before allowing access or login to Hills Bank



Online or before authorizing a transaction from an account. In the event you do not successfully provide the information requested we may, in our sole discretion: (a) refuse a transaction; (b) require you to contact us by phone or in person at a branch for further validation of identity; (c) limit, suspend, or terminate your access to Hills Bank Online; and/or (d) take any security precautions we deem appropriate to prevent unauthorized use of Hills Bank Online or your accounts. If your access to Hills Bank Online has been limited, suspended, or terminated, we are under no obligation to reinstate your access to Hills Bank Online.

You understand that there are risks associated with using the Internet or a Device, and that in the event of hacking, other electronic security failure, theft, or loss, your confidential information could be compromised. If you think your Log-in Information has been compromised, call the Hills Bank Contact Center at 1-800-445-5725 immediately.

You agree not to leave your Device unattended when accessing Hills Bank Online and to log off immediately at the completion of each session. If you lose your mobile phone, please contact your mobile phone provider to cancel your phone service. To deactivate your access to Hills Bank Online, please call the Hills Bank Contact Center at 1-800-445-5725.

#### H. QUALIFYING ACCOUNTS

We will tell you which types of accounts qualify for Hills Bank Online. You must be a named owner/obligor on the account in our records for it to qualify. We may require appropriate approval in writing prior to allowing any authorized signer on your account (other than a joint owner) online access to your account. Any account added online may be used as part of a funds transfer both with Hills Bank and with a verified non-Hills Bank account, regardless of any account restrictions.

### 3. BILL PAYMENT

#### A. DEFINITIONS

As used within this section 3, "Payee" is the person or entity to which you wish a payment to be directed or is the person or entity from which you receive electronic billing information, as the case may be. "Payment Instruction" is the information provided by you to us for a payment to be made to the Payee (such as, but not limited to, Payee name, Payee address, Payee account number, payment amount, and Process/Send On Date). "Process/Send On" is the day you want your Payee to receive your bill payment and is also the day your account will be debited, unless the Process/Send On Date falls on a non-Business Day in which case it will be considered to be the previous Business Day. "Deliver By Date" is the date reflected on your Payee statement for which the payment is due; it is not the late date or grace period. "Scheduled Payment" is a payment that has been scheduled through Bill Payment but has not begun processing. "Check" is a check that you authorize from your Account utilizing Bill Payment.

#### B. BILL PAYMENT PROCESSING

Bill Payment allows you to use your account to pay a bill or make payments to a business or other payee that has a mailing address within the United States. By registering for the Service, you authorize the Bank and its agents to follow the Payment Instruction you have provided using Hills Bank Online. You will provide us with the Payment Instruction for the persons or entities to whom you wish to make a payment. When you initiate a payment, you authorize us to charge your account on a Business Day provided in the Payment Instruction and to remit funds to the Payee on your behalf.

Most payments will be processed and completed on the Process/Send On Date. The system will calculate the estimated arrival date of your payment. However, this is only an estimate. You understand that due to circumstances beyond our control, such as delays by the Payee and the Payee's bank or agent in handling and posting bill payments, some payments may take longer to be posted to your account at the Payee. We recommend that you choose a Process/Send On Date that is at least five (5) Business Days before the Deliver by Date. You agree that we will not be responsible for any payment that is received or posted by the Payee after the Deliver by Date that results in a late charge or penalty assessed by the Payee. You understand and agree that you shall have the sole risk of incurring and the sole responsibility for paying any and all late charges or penalties assessed by the Payee.

#### C. PAYMENT METHODS

Payments can be sent to Payees electronically, by Check, or by prepaid card. We reserve the right to select the method in which to remit funds on your behalf to your Payee after considering a number of different factors. Based on factors considered, we select the most appropriate method. Whenever possible, we send electronic payments. However, if the Payee does not accept electronic payments, then those funds will be remitted to the Payee through the use of a prepaid card or a Check issued by us or our agent and payable to the Payee. Checks will state that it represents a payment from you and will indicate the account number of your account with the Payee.

#### D. RECURRING PAYMENTS

You may use Bill Payment to authorize automatic recurring payments of recurring bills. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the occurrence of the payment. If the Process/Send On Date falls on a non-Business Day, it is adjusted based on the following rules:

- o If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first Business Day prior to the Process/Send On Date.
- o If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first Business Day after the Process/Send On Date.
- o If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the Process/Send On Date, then the last calendar day of that month is used as the Process/Send On Date.

#### E. RUSH BILL PAYMENT

You can rush payment of a bill using the funds in your account for a fee of \$6.95, \$29.95 or \$34.95 (charged by our third party provider), depending on the delivery date chosen by you. A rush payment is delivered to the Payee via paper check mailed through the U.S. Postal Service. If we cause processing delays of your rush bill payment that result in late fees, we will cover up to \$50 of those fees. This guarantee only covers things within our control. Our guarantee does not cover losses that you cause, or payment processing delays that are not caused by us or are not within our control, such as your failure to schedule delivery of your rush payment sufficiently in advance of the Deliver By Date for the payment to arrive on time or subsequent posting of the payment is delayed by the Payee. You will need to document to us any late fees that you incur as a result of your rush payment being delivered after the Deliver By Date. You agree not to enter into any agreements where one of the purposes is to generate late payment fees. The risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you in the event you do not follow the procedures.

#### F. DONATION CHECKS OR GIFT CHECKS

There is a fee of \$1.99 (charged by our third party provider) for all donation checks and a fee of \$2.99 (charged by our third party provider) for all gift checks sent through Bill Payment.

#### G. PROHIBITED OR DISCOURAGED PAYMENTS

Payments to Payees outside of the United States, United States' territories, and APO's/AEO's are prohibited. Tax payments and court ordered payments may be scheduled through Bill Payment; however such payments are discouraged and you assume the sole risk and sole responsibility for scheduling these payments. We are not liable for any claims or damages resulting from your scheduling of these types of payments.

We reserve the right to refuse the designation of a Payee for any reason. We also reserve the right to limit the frequency and dollar amount of transactions from your account.

#### H. CANCELLING PAYMENTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions on Hills Bank Online. You must cancel or edit Scheduled Payments before we have begun processing the payment(s). There is no charge for canceling or editing a Scheduled Payment. After we have begun processing a payment it cannot be cancelled or edited and a stop payment



request must be submitted. Stop payments cannot be placed on electronic payments after we have begun processing the payment. Please see the Stop Payments section for more information on submitting a stop payment request.

#### **I. ELECTRONIC BILLING INFORMATION DELIVERY**

This feature is for the delivery of electronic billing information only. If you sign up for this feature, billing information for upcoming bills will be provided through Bill Payment for certain Payees. You will still receive a bill from the Payee, unless you have opted out of receiving a bill directly with your Payee or through a service offered by your Payee. If you elect to activate this feature, you agree to the following:

- You cannot use Bill Payment to update or change your personal information with the electronic Payee. You must contact the Payee directly to make changes to information such as your address, phone number, or email address. It is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's billing information. We may, at the Payee's request, provide the Payee with your e-mail address, service address, or other data specifically requested by the Payee at the time of activating the electronic billing information for that Payee.
- Upon your activation of the electronic billing information feature, we may notify the Payee of your request to receive electronic billing information. It may take up to sixty (60) days for Bill Payment to reflect electronic billing information for a Payee, depending on the billing cycle of each Payee. Each electronic Payee reserves the right to accept or deny your request to receive electronic billing information.
- Your activation of the electronic billing information feature for a Payee shall be deemed by us as your authorization for us to obtain billing information from the Payee on your behalf. For some Payees, you will be asked to provide us with your username and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your billing information and to share certain information with the Payee.
- We strive to deliver all of your electronic billing information promptly. It is your sole responsibility to ensure that the billing information is accurate. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.
- The Payee reserves the right to cancel the delivery of electronic billing information at any time. You may cancel the delivery of electronic billing information at any time. The timeframe for cancelling may vary by Payee and it may take up to sixty (60) days, depending on the billing cycle of each Payee.
- We are not responsible for the accuracy of your electronic billing information. We are only responsible for delivering the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic billing information must be addressed with the Payee directly. This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

#### **4. PUSH BUTTON BANKER**

Accounts owned by you (either individually or jointly with another person) will be added to your Push Button Banker service upon your request. To access Push Button Banker, you must use the Push Button Banker security code and/or other means of access we establish or provide for this service. Anyone to whom you give your Push Button Banker security code will have full access to your accounts even if you attempt to limit that person's authority. The Push Button Banker security code is a minimum of four-digits in length, and is chosen by you. You can change your Push Button Banker security code as often as you feel it necessary. If you have any questions on how to change your Push Button Banker security code, call the Hills Bank Contact Center at 1-800-445-5725. Your Push Button Banker security code should not be something easily identifiable such as your date of birth, address, etc. If an error occurs in your entry of the Push Button Banker security code, you will not gain access to Push Button Banker. After three unsuccessful login attempts, your account is locked to prevent an unauthorized person from accessing your accounts.

To unlock your Push Button Banker account, you need to contact the Hills Bank Contact Center at 1-800-445-5725 or to have your security code reset.

#### **5. MANAGE MY FINANCES**

Manage My Finances (MMF) is a service available through Hills Bank Online. You are automatically enrolled in MMF when you enroll in Hills Bank Online. MMF is a personal financial information management service that consolidates your financial information and allows you to manage it in one place. With MMF you may retrieve, view, and organize information on Hills Bank Online that is stored at various websites you choose to add to MMF.

##### **A. TERMS AND CONDITIONS**

You may use MMF to access services offered by third parties not affiliated with Hills Bank such as other financial institutions ("External Providers"). You agree that when you use these services, you will be subject to any terms and conditions established by those External Providers and that this Agreement does not amend any of those terms and conditions.

##### **B. DESCRIPTION OF MMF**

By using MMF and by adding an account to MMF from an External Provider ("External Account") you authorize us and our service providers to access the websites of External Providers chosen by you for use with MMF ("External Sites"), on your behalf, to retrieve your account information and you appoint us as your agent for this limited purpose. In addition, you grant Hills Bank and its providers as your true and lawful attorney-in-fact, with full power of substitution and resubstitution, for you and in your name, in any and all capacities, to access External Sites, retrieve account information, and use your information for the purpose of accessing your accounts and operating MMF.

You represent to us that: (i) you are a legal owner of the External Accounts; (ii) you have the authority to designate us as your agent; and (iii) you have the authority to use MMF and to give us your passwords, user names and all other information you provide. You agree that our service providers are, for the purposes of this section, third party beneficiaries to this Agreement, with the power to enforce these provisions as applicable and that they may rely on your authorization, grant of a limited power of attorney, the disclaimer or warranties, and the limitation of liability outlined in the MMF section of this agreement.

MMF cannot initiate transactions to or from your External Accounts or provide notices or instructions relating to your External Accounts. Transactions and inquiries you initiate at an External Site are not made through MMF and we have no responsibility for such transactions. You are responsible for all fees charged by External Providers in connection with such transactions. If you have a dispute or question about any transaction on an External Site, you agree to direct these to the External Provider.

Balances shown on MMF reflect the most recent refresh and may not be accurate if a refresh was not successfully completed or the information obtained during the refresh from the External Provider is otherwise not accurate or current. You agree that we are not liable for any errors or delays in the content on MMF or for any actions you take based on that content. MMF is not intended to provide legal, tax, or financial advice. Data and information shown on MMF is provided for informational purposes only, and is not intended for trading or transactional purposes. Your failure to provide accurate and complete information when using MMF, particularly when adding an External Account may prohibit your use of MMF. The categories displayed in MMF are an estimated categorization provided for your information only, and are not an accurate status of any transaction, External Account, or other information. You agree that you will not rely on the categories provided in or set by you for any purpose, including without limitation, for tax deductions.

##### **C. RIGHTS GRANTED TO US**

Subject to our Privacy Notice, you are granting us a license to use any information, data, usernames, passwords, materials, or other content (collectively, "Data") you provide to us when using MMF. We may use, modify, display, distribute and create new material using such Data in order to provide MMF to you. **Additionally, we may use this information to offer you other Hills Bank products and services that may interest you.** By submitting Data to MMF, you agree, or promise that the owner of such Data has expressly agreed that, without any particular time limit, and without the payment of any fees, we may use the Data for the purposes set forth above.



#### D. ADDING ACCOUNTS TO MMF AND UNLINKING ACCOUNTS FROM MMF

By using Hills Bank Online, you are automatically registered for MMF and your Hills Bank accounts will be pre-populated into MMF. When you click on the "Add" button, you will be able to add External Accounts to MMF. If you no longer wish to have an External Account linked to MMF, you may unlink the account under "Edit Accounts." You may also add information into MMF for accounts that cannot be linked to MMF. In such case, you are solely responsible for the accuracy of such information.

#### E. HILLS BANK ACCESS

You understand and agree that our employees, third party service providers, auditors, and other agents may have access to your External Account records as reasonably needed to investigate complaints or comply with applicable laws. Our employees do not have access to your usernames and passwords for External Sites and will never be able to view or retrieve your username or password, except with your explicit permission as part of our customer service efforts.

#### F. EXTERNAL SITES

You understand that Hills Bank has no relationship, affiliation, or connection with any External Sites. MMF is not endorsed or sponsored by the External Sites or any External Providers. You agree that we assume no responsibility and shall incur no liability with respect to the acts or omissions of External Providers. If you have a dispute or question about any transaction on an External Site, you must contact the External Provider directly.

#### G. PERSONAL INFORMATION COLLECTED BY MMF

We collect the following categories of personal information about you through MMF:

- (1) Information about your use of MMF, including, but not limited to: (i) the transactions you conduct in MMF (ii) the IP addresses from which you came to the site, and (iii) your communications with MMF.
- (2) Your External Account information and other personal information from External Sites that you add to MMF. For example, if you add your credit card account to MMF, MMF will collect the transactional and payment information regarding your credit card account in order to display it to you in MMF.
- (3) Information required for you to utilize MMF and for us to provide MMF, including, but not limited to, your passwords and user names needed to access External Sites and Internet services and present that information to you in MMF.

More information about the information we collect is available in our [Privacy Policy](#).

#### H. POTENTIAL RISKS

There are potential risks in adding External Accounts to MMF. When you add External Accounts to MMF, you must provide authentication information for External Sites. There is a risk of unauthorized access to your personal information if you fail to protect your Log-in Information. By adding External Accounts to MMF, you acknowledge this risk and agree that Hills Bank is not liable to you for any harm or damage that may occur. You acknowledge and agree that we may not maintain the same level of security against unauthorized access to your account information as the External Sites from which you authorize us to retrieve information on your behalf.

### 6. GENERAL PROVISIONS FOR ELECTRONIC SERVICES

#### A. FEES

We do not charge a fee for the use of the Electronic Services except as otherwise noted in this Agreement. Additional fees may apply to the Supplemental Electronic Services.

#### B. TRANSACTIONS

- (1) **Authorized transactions.** You, or someone you have authorized by giving them your Log-in Information even if that person exceeds your authority, can instruct us to perform the following transactions and use the following services or features:
  - Transfer funds between accounts and loans, which could include accounts at Hills Bank owned by you, accounts at Hills Bank not owned by you, and non-Hills Bank accounts;
  - Use Bill Payment to pay bills;
  - Obtain information that we make available about accounts, including Trust and Wealth Management accounts and credit card accounts, if this service is enabled by you;
  - Enable and restrict debit card functionality;
  - Obtain electronic statements and notices, if this service is enabled by you;
  - Conduct mobile deposits through MRDC;
  - Apply for new accounts using online account opening;
  - Apply for and open Goals accounts;
  - Conduct text banking transactions;
  - Set up alerts regarding your accounts;
  - Utilize Supplemental Electronic Services, if you are enrolled in these services;
  - Obtain other services or perform other transactions that we authorize; and
  - Link non-Hills Bank accounts to MMF and view information obtained from external websites.
- (2) **Limits on Electronic Services Transactions.** You must have sufficient available funds or credit in any account from which you instruct us to make a payment or transfer. For security reasons, we may implement limits on the number or amount of transactions you can make using the Electronic Services. We also reserve the right to limit, suspend, or terminate access to the Electronic Services as we deem necessary for security reasons. We may also limit or restrict access from countries other than the United States of America. If you are a Money Market or Savings Account holder, the number of withdrawals you make each month may be limited by law. This includes those done on Hills Bank Online and Push Button Banker. You should refer to the Terms and Conditions of Your Account for more information on the restrictions on these accounts. You can request copies of the [Terms and Conditions of Your Account](#) by visiting [www.hillsbank.com](http://www.hillsbank.com), by calling the Hills Bank Contact Center at 1-800-445-5725, or by contacting us via email, secure message, or chat.

You agree to take every precaution to ensure the safety, security, and integrity of your account(s) and transactions when using Electronic Services. If your Electronic Services are linked to one or more joint accounts, we may act on the verbal, written, or electronic instructions of any account owner. We may require appropriate approval in writing prior to allowing any authorized signer on your account (other than a joint owner) online access to your account. You agree that any requirement of verifying two or more signatures on any item, such as checks, will not apply to transfers made via Electronic Services and we will have no liability when making these kinds of transfers without the requisite verification.

(2) **Limits on Electronic Services Transactions.** You must have sufficient available funds or credit in any account from which you instruct us to make a payment or transfer. For security reasons, we may implement limits on the number or amount of transactions you can make using the Electronic Services. We also reserve the right to limit, suspend, or terminate access to the Electronic Services as we deem necessary for security reasons. We may also limit or restrict access from countries other than the United States of America. If you are a Money Market or Savings Account holder, the number of withdrawals you make each month may be limited by law. This includes those done on Hills Bank Online and Push Button Banker. You should refer to the Terms and Conditions of Your Account for more information on the restrictions on these accounts. You can request copies of the [Terms and Conditions of Your Account](#) by visiting [www.hillsbank.com](http://www.hillsbank.com), by calling the Hills Bank Contact Center at 1-800-445-5725, or by contacting us via email, secure message, or chat.

#### C. OUR LIABILITY FOR FAILURE TO COMPLETE PAYMENTS OR TRANSFERS

If we do not complete a payment or transfer on time or in the correct amount according to our agreement with you (including, but not limited to, all rules and regulations governing your account), we will be liable for your losses or damages directly related to the error not to exceed the amount of the transfer. However, we will NOT be liable in the following situations:

- If, through no fault of ours, you do not have sufficient available funds in the account from which payment or transfer is to be made, if the account has been closed or is not in good standing, or if we reverse a payment or transfer because of insufficient funds.
- If any payment or transfer would cause an overdraft or exceed the credit limit of any account.
- If your equipment, including, but not limited to, your telephone or Device was not working properly.
- If the Electronic Services were not working properly due to the failure of electronic or mechanical equipment, the failure or outages of communications lines, the Internet, telephone lines, mobile networks, or other interconnect problems, normal maintenance, unauthorized access, theft, operator errors, severe weather, and/or floods or other natural disasters.
- If you have not given us complete, correct, or current account numbers or other identifying information so that we can properly access your account or otherwise complete the transaction.



# HILLS BANK

- If you do not properly follow our instructions, if you provide us with inaccurate information, or fail to correct or notify us about any inaccuracy of which you are aware.
- If you do not allow adequate lead-time for payments or transfers to be received and credited by the time they are due.
- If the money in the account from which a payment or transfer is to be made is subject to legal process or other claim that restricts the transaction.
- If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions we have taken.
- If your transaction or instruction is not in accordance with any term or condition of this Agreement or any other agreement applicable to the relevant account.
- If your transaction or instruction would violate any provision of any risk control program of the Federal Reserve or the Office of the Comptroller of the Currency or would violate any applicable rule or regulation of any other federal or state regulatory authority.
- If we have reasonable cause not to honor your transfer, payment, or instruction for our or your protection.
- If we have limited, suspended, or terminated your use of Electronic Services or cancelled our Agreement with you.

## D. LIMITATION OF LIABILITY; DISCLAIMERS; INDEMNIFICATION

- (1) **Limitation of Liability.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, HILLS BANK AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, AND THIRD-PARTY SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING FROM OR RELATED TO THIS AGREEMENT, YOUR USE OF THE ELECTRONIC SERVICES, OR YOUR INABILITY TO USE THE ELECTRONIC SERVICES DUE TO REASONS INCLUDING, BUT NOT LIMITED TO, SCHEDULED MAINTENANCE OR CIRCUMSTANCES BEYOND OUR CONTROL SUCH AS: (A) POWER OUTAGES; (B) SYSTEM FAILURES; (C) FIRE; (D) FLOOD; (E) NATURAL DISASTERS; (F) EXTREME WEATHER; (G) CYBER ATTACKS, INCLUDING DENIAL OF SERVICE (DOS), ETC., REGARDLESS OF WHETHER HILLS BANK HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.
- (2) **No representations or warranties.** TO THE FULLEST EXTENT PERMITTED BY LAW, HILLS BANK AND ITS THIRD PARTY SERVICE PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONJUNCTION WITH THE ELECTRONIC SERVICES PROVIDED UNDER THIS AGREEMENT. WE DO NOT AND CANNOT WARRANT THAT YOU WILL HAVE CONTINUOUS, TIMELY, SECURE, OR UNINTERRUPTED ACCESS TO THE ELECTRONIC SERVICES, THAT THE ELECTRONIC SERVICES WILL MEET YOUR REQUIREMENTS, THAT ANY FUNCTION OF THE ELECTRONIC SERVICES WILL BE ERROR-FREE, THAT DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT OUR WEBSITE OR APP THAT MAKE THE ELECTRONIC SERVICES AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NEITHER HILLS BANK NOR ANY THIRD PARTY SERVICE PROVIDER ASSUMES RESPONSIBILITY FOR THE OPERATION, SECURITY, FUNCTIONALITY, OR AVAILABILITY OF ANY DEVICE, TELEPHONE, INTERNET, OR NETWORK THAT YOU UTILIZE TO ACCESS THE ELECTRONIC SERVICES.
- (3) **Indemnification.** Except to the extent that we are liable under the terms of this Agreement or another agreement governing the Electronic Services or accounts or under applicable federal or state law or regulation, you agree to indemnify and hold us, our affiliates, officers, directors, employees, shareholders, consultants, agents, third party service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including, but not limited to, reasonable attorneys' fees) arising from or related to: (1) a third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us; (2) any fraud, misrepresentation, manipulation, or other breach of this Agreement by you or anyone you authorize to use Hills Bank Online or the Electronic Services on your behalf, (3) your violation of any laws or rights of a third party, including, but not limited to, your infringement or infringement by any other user of your accounts, of any intellectual property right of a third party; or (4) our provision of the Electronic Services to you or use of the Electronic Services by you or any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which case you will cooperate with us in asserting any available defenses that you have. You will not settle any action or claims on our behalf without our prior written consent.

## E. NO RESPONSIBILITY FOR UNAVAILABILITY OF ELECTRONIC SERVICES

You acknowledge and agree that the Electronic Services are dependent upon the functionality of the communications service provider that supports your Device. The Electronic Services may be delayed, interrupted, or otherwise negatively impacted by factors relating to your Device, your communications service provider, or other parties, or due to other reasons. Hills Bank and its service providers are not responsible for the unavailability, delay, or temporary interruption of the Electronic Services due to service interruptions or failure of your Device, the telecommunications service, or the communications service provider.

## F. CONFIDENTIALITY

See our separate [Privacy Policy](#) for more information about how we use customer information and your choices.

## G. WHEN TRANSFERS ARE MADE

Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. Our Hills Bank Online and Push Button Banker services are generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on Business Days. Internal Transfers made after 10:00 p.m. CST will be processed on the next Business Day. External transfers will be processed at 3:00 p.m. CST each Business Day. Please allow 2-3 Business Days for processing of external transfers. We will notify you if we delay your availability to withdraw funds from external transfers, and we will tell you when the funds will be available. If we delay the availability of funds from external transfers, they will generally be available no later than the seventh Business Day after the day the external transfer has finished processing. In some instances, funds may not be available for up to 95 calendar days.

## H. STATEMENTS

Your Electronic Services payments and transfers will be indicated on the monthly or quarterly statements we send or make available to you for the accounts with us that are involved in the transaction. You agree to notify us promptly if:

- You change your address or email address;
- You believe there are any errors or unauthorized transactions on any statement or statement information (see section below for more information on unauthorized transactions).

Subject to applicable law, any failure to notify us of any error, omission or other discrepancy in accordance with this Agreement and the Terms and Conditions of Your Account shall relieve us of any liability for such error, omission or discrepancy.

## I. EMAIL OR OTHER MEANS OF ELECTRONIC COMMUNICATION

**When sending emails to Hills Bank or using other means of electronic communication that we may provide, such as chat, DO NOT include confidential information such as account numbers, Social Security Numbers, your Log-in Information, or credit card numbers since electronic communications are not always secure.** Hills Bank will never ask for your full account number via email, chat, text message, or in any other electronic communications. Not all electronic communications arrive at their destination, so for situations that require immediate action (stolen checkbook, Device, or Hills Bank Debit Card/ATM card, fraudulent activity on your account(s), etc.), call the Hills Bank Contact Center at 1-800-445-5725. If you choose to send inquiries via email or any other means of electronic communication we provide, we will reply to them as soon as possible; if after hours, in most cases we will respond the next Business Day.

## J. STOP PAYMENTS

- (1) **Right to stop payment and procedure for doing so.** You may cancel or edit any payment at any time by following the directions on Hills Bank Online. There is no charge for canceling or editing a payment before it has begun processing. After we have begun processing a payment it cannot be cancelled or edited and a stop payment request must be submitted. You may do this by completing a stop payment request in Hills Bank Online, calling the Hills Bank Contact Center at 1-800-445-5725 or during normal business hours, emailing us at [hillsbank@hillsbank.com](mailto:hillsbank@hillsbank.com), contacting us via secure message or chat, writing Hills Bank and Trust Company, PO Box 70, Hills, Iowa 52235, or using any other stop payment method which we provide for this purpose. If you call, email, write, or use any other stop payment method, you must do this in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, email, or write we may also require you to put your request in writing and get it to us within 14 Business Days after you call. You will be notified if we require you to put your request in writing. Electronic payments cannot be stopped even with a stop payment request if we have begun



processing the payment. Please refer to the Hills Bank and Trust Company separate [fee schedule](#) found on hillsbank.com under Terms & Conditions for the amount we will charge you for each stop payment order you give.

- (2) **Notice of varying amounts.** If regular payments may vary in amount, the person you are going to pay will tell you, ten 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).
- (3) **Liability for failure to stop payment.** If you order us to stop a preauthorized recurring payment three (3) Business Days or more before the payment is scheduled and we do not do so, we will be liable for your losses or damages.

#### K. YOUR LIABILITY FOR AUTHORIZED TRANSACTIONS

You are liable for all transactions that you or anyone you authorize makes, even if the person you authorize exceeds your authority. If you have given someone your Log-in Information and you want to terminate that person's authority, you must change your Log-in Information or take additional steps to prevent further access by such person.

#### L. UNAUTHORIZED TRANSACTIONS, LOSS, OR THEFT OF YOUR LOG-IN INFORMATION

Notify us AT ONCE if you believe your Log-in Information has been lost, stolen, or used without your authorization. You may call the Hills Bank Contact Center at 1-800-445-5725 during normal business hours. Calling immediately is the best way of reducing your possible losses, since not all electronic communications such as email arrive at their destination. After hours, you may email us at [hillsbank@hillsbank.com](mailto:hillsbank@hillsbank.com) or write to us at Hills Bank and Trust Company, PO Box 70, Hills, Iowa 52235. **Because email, chat, text messages, and other means of electronic communication we may provide to you are not always secure, do not include any confidential information such as account numbers, Social Security Numbers, card numbers, or Log-in Information.** Your name and a brief message describing the problem is all that is needed. You may also be able to notify us regarding unauthorized transactions while reviewing your account(s) using Hills Bank Online.

**Your Liability for Unauthorized Transactions from Consumer Accounts:** This section applies only to transactions from consumer accounts. If you tell us within two (2) Business Days after you learn of the loss or theft of your Log-in Information involving a consumer account you are liable for no more than \$50 if someone used the Log-in Information without your authority. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Log-in Information and we can prove that we could have stopped someone from using them without your permission if we had been notified, you are liable for up to \$500.

If, after viewing your statement for a consumer account, you notice transfers that you did not make, immediately contact us. If you do not tell us within 60 days after we first send or make the statement available to you, you may not be reimbursed for any money you lost after the 60 days if we can prove that we could have stopped someone from taking the funds if you had told us in time. If a good reason (extended vacation, hospital stay, etc.) kept you from telling us, we will extend the time limit.

**Your Liability for Unauthorized Transactions from Business Accounts:** Our system supporting the Electronic Services and Supplemental Electronic Services is designed so that it may be operated only upon entry of valid Log-in Information. Since we condition access upon entry of valid Log-in Information, we will accept instructions for transfers or other transactions from any person using valid Log-in Information. This is so even if the person obtaining access: (i) is not a company representative or designated user; (ii) exceeds your authority or that granted by any company representative or designated user; (iii) does not have your authority; (iv) has had his/her authority changed or revoked; or (v) is an imposter or thief. You agree to be bound by all transactions from any business account for which valid Log-in Information was used. You authorize us to treat any instructions we receive using valid Log-in Information as if the instructions had been made in writing and signed by the appropriate company representative or designated user. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, the Electronic Services or Supplemental Electronic Services.

If you or a company representative or designated user has given someone your Log-in Information and you want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. You may call the Contact Center for assistance with terminating an authorized user or company representative. **We will have no liability to you for any unauthorized payment or transfer made using your Log-in Information that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.** We may suspend or cancel your Log-in Information even without receiving notice from you if we suspect your Log-in Information are being used in an unauthorized or fraudulent manner.

#### M. ADDITIONAL RESPONSIBILITIES

You agree to provide true, accurate, current and complete information about yourself as requested and you agree not to misrepresent your identity. You agree to comply with all applicable laws, rules, and regulations in connection with your use of the Electronic Services. You agree not to use the Electronic Services for any activity or use that may disrupt the Electronic Services or to conduct any business or activity or to solicit the performance of any activity that is prohibited by law or by any contractual provision that binds you. You are responsible for providing all telephone and other equipment, software (other than any software provided by us) and services necessary to access the Electronic Services.

For business accounts, you acknowledge that the provision of any Electronic Service or Supplemental Electronic Service through Hills Bank Online pursuant to this Agreement is subject to all applicable state, federal, local and foreign laws, rules, regulations, orders and other laws, including, without limitation: (i) all applicable provisions of the UCC; (ii) the Unlawful Internet Gambling Enforcement Act of 2006 ("UIGEA"); (iii) any federal and state laws, regulations, or orders applicable to the provision of funds transfer services; (iv) regulations, rules, and operating guidelines established by NACHA – the Electronic Payment Association and any money transfer system, check clearing organization and payment clearinghouse used by us in providing the Electronic Services or Supplemental Electronic Services to you; and (v) the rules, regulations, and operating circulars of the Board of Governors of the Federal Reserve System, the Consumer Financial Protection Bureau and the Federal Trade Commission, the U.S. Department of the Treasury (including, without limitation, the office of Foreign Assets Control). Both parties agree to be bound by and to comply with all applicable laws in using or providing the Electronic Services and Supplemental Electronic Services. Without limiting the foregoing, with respect to each and every transaction initiated by you through Hills Bank Online, you represent and warrant that: a) you will not initiate any transactions in violation of the requirements or sanctions of OFAC or act on behalf of, or transmit funds to or from, any party subject to OFAC sanctions; and (b) you will not initiate any transactions in violation of or restriction under the UIGEA or its implementing regulations.

You agree not to use any Electronic Device for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, 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.

#### N. SOFTWARE

You acknowledge and agree that we, our service providers, and/or our licensors or suppliers own all rights to any software ("Software") provided by us or by our licensors to you. You agree to comply with all applicable Software license agreements, whether or not you have executed these agreements. Such license agreements shall be embedded in the Software, separately documented, and/or as provided herein, and you shall be bound by all of the foregoing. You have no rights or ownership in any Software provided by or through us or our service providers, licensors, or suppliers and you agree not to transfer, copy, alter, modify, reverse engineer, reproduce, or convey in any manner, in whole or in part, any such Software. Your right to use the Software is personal to you; therefore, you agree not to resell or make any commercial use of the Software. We reserve the right to alter features, licensing terms, or other characteristics of any version of the Electronic Services that we release.

#### O. CHANGE OF TERMS AND TERMINATION OF THIS AGREEMENT

This Agreement will stay in effect until it is changed or terminated. We have the right to terminate the Agreement or any service provided under this Agreement at any time. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires such notice. Once we terminate this Agreement, no further or pending payments or transfers will be made, including but not limited to, any payments or transfers scheduled in advance or any preauthorized recurring payments or transfers. We may also, at our discretion and at any time, limit, suspend, terminate, and/or reinstate your access to the Electronic Services or to a particular account or service accessible within the Electronic Services. If your access to Hills Bank Online has been limited, suspended, or terminated, we are under no obligation to reinstate your access to Hills Bank Online. Hills Bank may revise the terms of this Agreement at any time by posting a new version on



Hills Bank Online or on [www.hillsbank.com](http://www.hillsbank.com). You may be required to affirmatively accept the revised Agreement in order to continue using the Electronic Services. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Electronic Services by you after a notice of change or after the posting of a revised version of this Agreement on Hills Bank Online or on our website will constitute your agreement to such changes and revised versions. You may terminate this Agreement at any time by notifying us in writing. However any instructions from you to make payments or transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending payments or transfers will be made, including, but not limited to any payments or transfers scheduled in advance or any preauthorized recurring payments or transfers. You are not permitted to alter or amend this Agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

#### **P. IN CASE OF ERRORS OR QUESTIONS ABOUT ELECTRONIC TRANSACTIONS INVOLVING CONSUMER ACCOUNTS.**

This section applies only to transactions covered by this Agreement and that involve consumer accounts. If you think your statement is wrong or if you need more information about a transfer covered by this Agreement that is listed on the statement, call the Hills Bank Contact Center immediately at 1-800-445-5725 or during normal business hours or use other means of electronic communication we may provide. After hours, you may email us at [hillsbank@hillsbank.com](mailto:hillsbank@hillsbank.com) or write Hills Bank and Trust Company, PO Box 70, Hills, Iowa 52235. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- o Tell us your name and account number (if any) unless you are sending an email or using any means of electronic communication we may provide, in which case omit your account number.
- o 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.
- o 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. We will determine whether an error occurred within 10 Business Days (20 Business Days if the transfer involved a new account) after we hear 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 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. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not provisionally credit your account. 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.

When the investigation is completed, we will make any necessary or appropriate adjustments to your account. We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### **Q. CREATING AND MANAGING USERS FOR BUSINESS ACCOUNTS**

It is your responsibility to manage your authorized representatives and to ensure that Log-in Information is provided only to persons you authorize. You represent to us that each company representative you designate as a user and anyone else using your Log-in Information has general authority from you to give us instructions to perform transactions using the Electronic Services and/or the Supplemental Electronic Services.

#### **R. WAIVERS**

No delay or omission by us in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in a writing enforceable by us.

#### **S. NOTICES AND COMMUNICATIONS**

Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we deliver or make such notices available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable opportunity to act on them. All notices will be sent to the address of the owner of the applicable account as reflected in our records, unless a different postal or electronic address has been specified in accordance with procedures we may establish from time to time. The person receiving the notice is responsible for providing copies of all account-related information to all joint owners or other persons with access to the account. You agree to notify us promptly of any change in your mailing address, email address, or telephone number.

#### **T. ATTORNEYS' FEES**

If we become involved in legal action to defend or enforce this Agreement, you agree to pay our reasonable attorneys' fees and court costs to the extent not prohibited by law.

#### **U. GOVERNING LAW AND VENUE**

You agree that this Agreement, as well as all transactions partly or wholly executed or facilitated by or through Electronic Services or Supplemental Electronic Services, shall be governed by the law of the State of Iowa without reference to its conflict of laws provisions, and applicable federal law. You agree that the courts of such state shall have jurisdiction to hear any dispute arising out of this Agreement and/or your use of the Electronic Services or Supplemental Electronic Services and you submit to jurisdiction of such courts.

#### **V. SECURITY INTEREST, RIGHT TO OFFSET, AND SETTLEMENT RESERVE – BUSINESS ACCOUNTS**

You grant to us a security interest in all your accounts and other deposits (whether general or special) at Hills Bank, and in all funds in such accounts or other deposits, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement and continue until all of your obligations under this Agreement have been fully offset. We may hold any funds on deposit with us by you after termination of this Agreement for such periods permitted or required under applicable law following the expiration of any return or chargeback rights arising out of or relating to your use of any of the Electronic Services or Supplemental Electronic Services or until any other claims to such funds have expired, whichever is later. You shall at all times maintain a balance of available funds in such accounts sufficient to cover your payment obligations under this Agreement. In the event there are not sufficient available funds in the account to cover your obligations thereunder, you agree that we may, at any time and without prior notice or demand, obtain payment of any amount due and payable to us under this Agreement by debiting funds held in any of your deposit account or accounts with Hills Bank. We may exercise our right of offset without recourse to any other collateral.

#### **W. CUSTOMER'S REPRESENTATIONS AND WARRANTIES – BUSINESS ACCOUNTS**

You represent and warrant to us, as of the date this Agreement is entered into and at the time you use any Electronic Service or Supplemental Electronic Services provided through Hills Bank Online, that (a) you are duly organized, validly existing, and in good standing in the jurisdiction in which you are organized and validly qualified to do business in any other jurisdiction where you do business and are required to be qualified; (b) you have all requisite power and authority to execute and deliver, and perform its obligations under, this Agreement and the Electronic Services or Supplemental Electronic Services used by you; (c) this Agreement has been duly authorized and agreed to by you and constitutes your legal, valid, and binding obligation; (d) any consent or authorization of any governmental authority or third party required to be obtained by you in connection with this Agreement or the Electronic Services or Supplemental Electronic Services used by you has been obtained; (e) the execution and performance of this Agreement and the use of the Electronic Services or Supplemental Electronic Services do not and will not violate any applicable law, your governing documents, or any material agreement by which you are bound; (f) you will follow all formalities and legal requirements with respect to each transfer of funds using any Electronic Service or Supplemental Electronic Service, including, but limited to, proper authorization of individual transactions and any record keeping requirements with respect thereto; (g) each transaction you conduct, and each account you have with us is conducted or maintained for a business or commercial purpose and not a personal, family, household, or other consumer purpose; and (h) you are solvent and not presently contemplating seeking protections under any bankruptcy laws.



You further represent and warrant to us that all the statements and information contained in any financial statements and other documents and information that you submit to us (a) are true, correct and complete in all material respects; (b) fairly represent your financial condition as of the date submitted; (c) do not contain any false or misleading statements of material fact; and (d) do not omit any material fact necessary to make such statements or information therein not misleading.

You further certify and acknowledge that you have provided us accurate and up to date information regarding all beneficial owners and control individuals and that it is your responsibility to notify us of any changes to the information provided.

You agree to immediately notify us if any representation or warranty made by you is no longer true and/or if any material adverse change to your financial condition occurs.

#### **X. RIGHT TO AUDIT – BUSINESS CUSTOMERS**

Upon reasonable advanced notice to you, we may periodically audit and verify your compliance with this Agreement, including onsite audits if deemed warranted us in our discretion, and you agree to cooperate and provide information or documents, at your expense, as may be reasonably requested us in the course of any such audit.

#### **Y. SIGNATURES**

You agree to all of the provisions of this Agreement (to the extent applicable as provided in this Agreement) by any of the following means: (1) using the Electronic Services or Supplemental Electronic Services; or (2) accepting the terms of this Agreement. Your acceptance of this Agreement or use of the Electronic Services or Supplemental Electronic Services is also your acknowledgment that you have received a copy of this Agreement, whether in paper form or electronically. If you are offered or provided an electronic copy of this Agreement but would like to have a paper copy, please contact us by calling 1-800-445-5725 or (319) 679-5400 during normal business hours, emailing us at [hillsbank@hillsbank.com](mailto:hillsbank@hillsbank.com), writing Hills Bank and Trust Company, PO Box 70, Hills, Iowa 52235, or using any means of electronic communication we may provide.

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