

# HILLS BANK RELOADABLE CARD DISCLOSURE AND AGREEMENT

See the end of this agreement for special information on Pay at the Pump/Restaurant/Hotel Transactions

This disclosure and agreement ("Hills Bank reloadable card agreement") contains important information about the Hills Bank reloadable card services Hills Bank and Trust Company offers. Please read it carefully and retain it for future reference. The terms "you" and "your" refer to the person(s) who have established the Card account. The term "Cardholder" refers to the person authorized to use the Card. The terms "we," "us," "our," "Hills Bank," and "Bank" refer to Hills Bank and Trust Company. By submitting an application and/or by using Hills Bank reloadable card services, you agree to the following terms and conditions. Continued use of any and all services is contingent on your Card remaining in good standing with the Bank and the other conditions stated in this Hills Bank reloadable card Agreement.

**DEFINITIONS:** Throughout this Hills Bank reloadable card Agreement, the following words have the meanings indicated below.

**"Agreement"** means this Hills Bank reloadable card Agreement.

**"Business Day(s)"** means Monday through Friday, excluding holidays.

**"Card"** means the access device issued to you by the Bank, which permits you to use POS Terminals and merchants who accept Visa to conduct Transactions. This Card is a stored value card. No interest is paid on balances on the Card.

**"Electronic Banking System"** means the components which permit you to make or initiate Transactions through the various services including, but not limited to, POS Terminals, telephone lines and equipment, Personal Computers (PCs), computer systems, Internet access, and web sites.

**"Funding Account"** means the account used to transfer funds to the Hills Bank reloadable card.

**"POS Terminal"** means an electronic point-of-sale terminal, which is part of a network that accepts the Card to pay for purchases.

**"Transaction(s)"** means all electronic funds transactions performed through POS Terminals, PCs, and other electronic means.

**"Transfer"** means the movement of funds from the funding account to the Hills Bank reloadable card to add value to the Card.

**"Visa Purchase(s)"** means the use of a Hills Bank reloadable card to purchase goods or services from a merchant.

**"Visa Transaction(s)"** means the use of a Hills Bank reloadable card to purchase goods or services from a merchant or to withdraw funds at an automated teller machine (ATM).

## I. APPLICABLE TO HILLS BANK RELOADABLE CARD SERVICE

Section I contains terms, conditions and disclosures which are applicable to the Hills Bank reloadable card Service. Sections II, III and IV contain additional information applicable to the Hills Bank reloadable card. This Hills Bank reloadable card Agreement supersedes all prior oral or written agreements, understandings or communications regarding the Service.

### 1. Errors or Questions About Your Electronic Transactions

In case of errors or questions about your Transactions, please contact us as follows:

**Telephone us at:** 800-445-5725 or 319-679-5500  
Monday - Friday 8:00 am - 5:00 pm  
Saturday 8:00 am - Noon

**Write us at:** Hills Bank and Trust Company  
Attn: E-Services  
PO Box 160, Hills, IA 52235

**Email us at:** [hillsbank@hillsbank.com](mailto:hillsbank@hillsbank.com)

We will handle your inquiries as indicated in [Section IV](#) Additional Terms and Conditions for Consumer Customers.

### 2. Periodic Statements; Receipts and Confirmation

You will be able to view your Card activity at any time by visiting our website at [www.hillsbankreload.com](http://www.hillsbankreload.com).

### 3. Liability for Incomplete Transactions

If we do not complete a Transaction to or from your Card on time or in the correct amount according to this Hills Bank reloadable card Agreement, our potential liability to you is set forth in [Section IV \(3\)](#). However, there are some exceptions to our liability in all cases. We will NOT be liable:

- If, through no fault of ours, you do not have enough money (available funds) on your Card to make the Transaction.

- If the Electronic Banking System was not working properly and you knew about the breakdown when you started the Transaction.
- If circumstances beyond our control (such as fire or flood) prevent the Transaction, despite reasonable precautions that we have taken.
- If you have not properly followed instructions for operation of the Electronic Banking System.
- If the Transaction would exceed one of the established limits contained in the Agreement.
- If your own components making up the Electronic Banking System were not functioning properly.
- If we have a reasonable basis for believing that unauthorized use of your Card has occurred or may occur.
- If you or we have terminated this Hills Bank reloadable card Agreement or closed the Card.
- There may be other limitations for the particular Service at issue as stated in this Agreement.

### 4. Disclosure of Card Information to Third Parties

We will disclose information to third parties about your Card or the Transactions you make:

- When it is necessary for completing Transactions.
- In the course of preparation, examination, handling or maintenance of financial records by any officer, employee or agent of ours that has custody of the records.
- In the course of examination of our financial records by a certified public accountant while engaged by us to perform an independent audit.
- During the course of examination of financial records by or the disclosure of financial records to any officer, employee or agent of a supervisory agency for use only in the exercise of that person's duty as an officer, employee or agent.
- In the course of publication of information derived from financial records if the information cannot be identified to you or any particular account of yours.
- In the course of making reports or returns required or permitted by federal or state law.
- To comply with any government agency order, court order or applicable law.
- To appropriate officials in connection with the prosecution of an action concerning insufficient funds.
- To our subsidiaries and affiliates in accordance with applicable laws or regulations. If we have entered into an agreement to have another party assist us as our agent in making Transactions.

As set forth in our privacy statement. Our privacy statement may be viewed online at [www.hillsbankreload.com](http://www.hillsbankreload.com).

### 5. Changes in Terms

We reserve the right to amend the terms and conditions applicable to your use of any service. Unless applicable law requires otherwise, all such amendments will be binding upon you immediately after we give you notice. Such notice may be given at our discretion by mail, by e-mail or by revising the terms and conditions in this Hills Bank reloadable card Agreement and making it available in our branches and online. We will also mail you the most recent version of this disclosure upon your written request. Any notice that is mailed is considered given 48 hours after we place it in the mail, postage-paid, for delivery to your address as shown on our records. Any notice delivered electronically is considered given 24 hours after it is first made available through our website. If applicable law requires a specific notice period or type of notice, the revised terms will be binding in accordance with such law.

### 6. Use of E-Mail and Other Electronic Communication

You agree that we may provide this Hills Bank reloadable card Agreement, amendments and other communications regarding Transactions electronically in a format that allows visual text to be displayed on your personal computer or other electronic equipment.

### 7. Severability

Any term contained in this Agreement which is or becomes invalid or unenforceable under applicable law or regulation, shall not affect the validity or enforcement of the remaining terms.

### 8. Assignment

We may assign or delegate any of our rights or obligations under this Agreement to independent contractors or other third-party organizations without affecting the enforceability hereof. Your rights and obligations may not be assigned or transferred without our written consent.

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## 9. Governing Law

This Hills Bank reloadable card Agreement and the Services offered shall be governed by and construed in accordance with the internal laws of the State of Iowa (without regard to conflict of law principles) and federal law as applicable.

## 10. Use of Central Time

In this Hills Bank reloadable card Agreement, all references to specific times are deemed to be Central Time.

## II. HILLS BANK RELOADABLE CARD USE FOR POS SERVICES

The following sets forth the terms and conditions governing your use of Cards and POS Services.

### 1. Lost or Stolen Hills Bank reloadable card

To report a lost or stolen Hills Bank reloadable card, call our Customer Service Center at 1-877-282-0212.

### 2. Use of the Card; Cancellation

The use of the Card is restricted to the individual to whom the Card has been issued. We are not responsible for any monetary loss if you have allowed someone else to use your Hills Bank reloadable card, even if their use exceeded your instructions. Transactions at POS Terminal by the use of the Card shall be deemed to be Transactions made or authorized by you, except as otherwise provided by law. See [Section IV \(1\)](#), Your Liability for Unauthorized Transfers, for limitations on liability that may apply to you and the fact that your failure to notify us promptly of unauthorized use or the loss or theft of your Card could increase your liability for unauthorized use of the Card. The Card is our property. We may, without liability or advance notice, revoke or limit all Cards issued under this Agreement. Upon demand, you will surrender the Card promptly to us. Any termination will not affect liability incurred by you prior to termination.

### 3. Purchases at POS Terminals

Purchase of goods and services can be made with your Card at any POS terminal which is part of a network which accepts the Card. Payment for these purchases will be withdrawn from your Card.

### 4. Hills Bank reloadable card Use to Make Visa Purchases

In addition to using your Hills Bank reloadable card at POS terminals, your Hills Bank reloadable card will be accepted at any Visa merchant location. You can use your Hills Bank reloadable card and your signature to make Visa Purchases at Visa merchant locations just as you would with a credit card. You authorize us to debit or credit, as applicable, your Card for the total amount of any purchase, authorization request or credit voucher originated by use of the Hills Bank reloadable card. You agree that you will not use the card for any illegal transactions, i.e., internet gambling, including, but not limited to, sports betting and casino gambling. You understand that per United States Regulations, your card will be denied for any Visa purchase in specified foreign countries that U.S. companies and individuals are prohibited from participating in financial and other transactions with.

## 5. Fees

Card Issuance Fee	\$5.00
Monthly Card Inactivity Fee	\$5.00 per month beginning the 12th month after non-usage of the Card
Lost or Stolen Replacement Fee	\$15.00
Max. Balance per Card	\$7,500

Fees will be deducted from the Hills Bank Reloadable Card. You agree to pay any service charge applicable to the use of your Card. Charges are subject to change at any time.

## 6. Limitations on Dollar Amount of Transactions with Your Card

When using the Card to make Visa Purchases, the maximum limit per day is \$7,500. No purchases shall, in any event, exceed the available balance on the Card.

## 7. U.S. Currency

If your Cardholder makes purchases in foreign currency, the transaction will be converted into U.S. Dollars using Visa regulations. The rate in effect on the conversion date may differ from the rate used on the transaction date.

## 8. Conversion to U.S. Dollars

Transactions made in currencies other than U.S. Dollars will be converted to U.S. Dollars. The exchange rate used to convert the currency used in an international transaction into the billing currency shall, in each instance, be either a rate selected by Visa from the rates available in wholesale currency markets for the applicable processing date and may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable processing date. The transaction may post on a date other than the date the transaction was made, and thus the actual conversion rate may differ from the rate in effect at the time of the transaction. You agree to pay the converted amount.

## 9. No Stop Payment Rights; Receipts; Statements

You do not have the right to stop payment on any Transactions originated by use of your Card. When you use your Card to perform Visa Purchases or Transactions at POS Terminals, your copy of the sales slip will be your receipt.

## III. SPONSOR INFORMATION ON HILLS BANK RELOADABLE CARD

### 1. Purchasing the Card

You must visit a Hills Bank location to fill out an application for a Hills Bank reloadable card.

### 2. Funding the Card

Funds will be available on the Card within two days after transfer from the Funding Account is initiated. The maximum amount to load per day is \$2,500. The maximum value on the card is \$7,500.

### 3. Using the Card

The Cardholder is authorized to use the Card. The Cardholder will have access to information about the Card, including, but not limited to, balance information and transaction history by visiting [www.hillsbankreload.com](http://www.hillsbankreload.com). Cardholder understands no paper statement will be mailed. Cardholder agrees that it is their responsibility to review their activity periodically by visiting [www.hillsbankreload.com](http://www.hillsbankreload.com).

### 4. Insufficient Funds to Perform Transactions

Under certain circumstances, the Card may be used for Transactions, the amount of which exceeds the balance on the Card. If this occurs, you are liable for the amount of the Transaction in excess of the balance on the Card. Hills Bank is not obligated to honor any Transaction in which the amount of the Transaction is in excess of the balance on the Card and is not liable for refusing such Transaction.

### 5. Account Closings

Hills Bank will refund the balance on the Card if the Card is damaged or defective or if you request that the Card be closed. The balance on the Card may be refunded in the form of direct deposit into the funding account or in such other form as Hills Bank may determine. Only you may close the Card. If you request that the Card be closed, it may not be used for any further transactions. Hills Bank may refuse any transaction attempted after we have received a request to close the Card.

### 6. Equipment and Technical Requirements

To perform Transactions, you must have the telephonic or other electronic equipment necessary such as a PC with modem and Internet access. It is your responsibility to acquire the equipment, software or internet service necessary to access the service.

### 7. Limitation of Liability

We provide the service "as is" without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. We are not responsible or liable for any computer virus caused by use of an online system or software.

## IV. ADDITIONAL TERMS AND CONDITIONS FOR CONSUMER CUSTOMERS

This Section contains additional terms, agreements and disclosures.

### 1. Your Liability for Unauthorized Transfers

If you believe your Card has been lost or stolen, or that someone has conducted or may conduct a transaction without your permission, contact us immediately as described in [Section I \(1\)](#), Errors or Questions About Your Electronic Transactions. You could lose all the money on your Card if you do not tell us promptly. If your account activity shows transactions that you did not make, tell us at once. If you do not tell us promptly, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money if you had told us in time. If good reasons (such as long trips or a hospital stay) kept you from telling us, we will extend the time periods to a reasonable limit. If an unauthorized transaction was performed using your Card for a transaction as a Visa transaction, you will

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not be liable for that transaction, however, you must follow the process that is defined in Section I (2) Errors or Questions About Your Electronic Transactions.

## 2. Errors or Questions About Your Electronic Transactions

In case of errors or questions about your Transaction(s), call or write us as indicated in [Section I \(1\)](#) as soon as you can, if you think your statement or receipt is wrong or if you need more information about a Transaction listed on the statement or receipt. We must hear from you no later than 60 days after the transaction took place.

- a) Tell us your name and Card number.
- b) Describe the error or the Transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c) Tell us the dollar amount of the suspected error.
- d) If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will tell you the results of our investigation within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for Transactions initiated outside the United States, its territories or possessions or Puerto Rico or any Transaction conducted at a POS Terminal) to investigate your complaint or question. If we decide to do this, we will re-credit your Card within 10 Business Days (5 Business Days for Visa Transaction) 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 by the time we would otherwise re-credit your Card as provided in the prior sentence, we may not re-credit your Card.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

## 3. Liability for Incomplete Transactions

If we do not complete a Transaction to or from your Card on time or in the correct amount according to this Hills Bank reloadable card Agreement, we will be liable for your losses or damages. However, there are exceptions as indicated in [Section I \(3\)](#).

## Special information for Pay at the Pump, Restaurant and Hotel Transactions.

Due to the nature of certain purchases, the full purchase amount may not be known when your Card is initially swiped for approval. Your Card may not be able to be used in these cases. Please be aware of the following types of purchases that your Card may not be able to be used for.

- Restaurant – Please be aware that the authorization will be run for 25% more than your actual bill. The amount of the final charge will be for the amount that you approve. This will be the amount of your bill plus any tip amount you may add to the bill to be charged to your Card.
- Gas – Due to the authorization amount at the time of the purchase, the amount that may be pumped may be more than the value that is on the Card. You can use your Card for a gas purchase, but you must make your purchase in the store. A purchase at the pump may not be approved.
- Hotel – The amount of the authorization may be more than the amount of your stay, therefore may also be more than the amount that is available on the Card.
- Auto Rental – The amount that is authorized on the Card may be more than the estimated amount of the auto rental. As a result, the Transaction may not be authorized due to availability of funds on the Card.
- Online Gambling – Online Gambling is not allowed with the use of this Card.

If you wish to receive a paper copy of a disclosure or other information\* that is presented to you electronically, please call 1-877-282-0212, or email [hillsbank@hillsbank.com](mailto:hillsbank@hillsbank.com), or write to Hills Bank and Trust Company Customer Service, 131 Main St., PO Box 70, Hills, Iowa 52235. Please be as specific as possible regarding the information you are requesting. **Please do not include personal information such as account numbers or Social Security Numbers in email, as it is not secure.** There is no fee to request a paper copy of a regulatory notice or a copy of the terms and conditions and fees on your account. However depending on your request, normal research fees will apply.

\* Other information to be delivered to you at a later date includes but is not limited to: regulatory disclosures, past due notices, NSF notices, marketing information, confirmations, or changes to the account, as applicable.