



Online Banking Disclosure and Consent Agreement (Online Enrollment)

This Agreement (herein after referred to as the "Agreement") governs how you can use Online Banking Services (hereinafter referred to as "Online Banking") to obtain balance and transaction information about your TBK Bank, SSB (herein referred to as "we" or "us") account(s), make payments to your TBK Bank loans and transfer funds among your internal accounts with us (herein referred to as "internal transactions"), and request certain other services using the Internet as an electronic method of communication for your inquiries and instructions.

"You" or "Your" means each person who is authorized to use the service.

The terms and conditions within this Agreement are in addition to, and do not cancel or supersede, our *Understanding Your Deposit Account* brochure or any other agreements or signature cards governing your deposit accounts, loans, or other service relationships with us. This Agreement is also subject to applicable federal laws of the United States of America and the laws of the states of Texas and Colorado (to the extent federal law does not preempt Texas or Colorado law) and, except in specific circumstances, this Agreement may vary according to applicable laws and regulations.

Fees

Online Banking is a free service, however, the fees and service charges provided in our Understanding Your Deposit Account, line of credit, loan documentation, safe deposit box, and other disclosures or agreements with us, as described in our current schedule of fees and charges, may apply to services authorized through Online Banking.

System and Hardware / Software Requirements

To access Online Banking, you must use a personal computer or mobile device (when and where applicable) with an Internet connection that supports 128-bit encryption and establish and maintain an Online Banking access ID and password.

System Availability

Online Banking is generally available 24 hours a day, 7 days a week; however, this service may be unavailable from time to time for routine software and hardware maintenance or due to unscheduled down time.

Inquiries

All questions regarding Online Banking access should be directed to your local TBK Bank branch or you may also email us at InternetBanking.CustomerService@tbkbank.com providing the name on your account, phone number, and email address.

Enrollment and Notification (New Online Banking users only)

You will be directed to complete the online enrollment questionnaire. After clicking "Submit," you will be prompted to choose an access ID and new password which must be between eight (8) and seventeen (17) characters in length; for enhanced security we recommend that you use a combination of upper and lowercase letters, numbers, and special characters. After clicking "Submit," you will be prompted to confirm your email address, enter a Passphrase, set up your Security Data, and register your personal computer; if you are using a public computer, you

should not register it. After clicking "Submit," you will have immediate inquiry/internal transaction access into accounts on which you are an owner or signer.

Changes to Password, Security Data questions/answers, and Email Address

Passwords must be between eight (8) and seventeen (17) characters in length; for enhanced security, we recommend that you use a combination of upper and lowercase letters, numbers, and special characters for your password and choose Security questions which only you know the answers. So that we may contact you by email, it is your responsibility to keep your email address up-to-date. To change your Password, Security Data questions and answers, or email address, click "Profile" in the upper right-hand corner of any online banking screen and select "Edit" in the section you wish to change.

Funds Availability

On the date you schedule internal transactions, sufficient funds must be available in the account from which you wish to debit. If your account does not have available funds to complete an internal transaction, we may or may not complete the internal transaction.

Our Liability for Failure to Complete Internal Transactions

If we do not complete an internal transaction to or from your account on time, or in the correct amount according to your instructions, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, if:

- 1) Through no fault of ours, you do not have enough money in your account to make the internal transaction.
- 2) The internal transaction would exceed the credit limit on your overdraft line.
- 3) Your computer, the software, phone lines, or the bank's computer systems were not working properly and you knew about the breakdown when you started the transfer.
- 4) Circumstances beyond our control (such as fire or flood) prevented the internal transaction, despite reasonable precautions that we have taken.
- 5) We have placed a "hold" on funds in your account or remitted funds to another party with your knowledge, pursuant to reasonable business procedures, or in compliance with legal process such as a garnishment, tax levy, court order, etc.
- 6) We have received incomplete or inaccurate information from you or a third party involving the internal transaction.
- 7) We have a reasonable basis to believe that unauthorized use of your Access ID, Password, or Account has occurred or may be occurring.
- 8) You or we have terminated your Online Banking Agreement and/or closed the account.
- 9) We (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdrawal.

Authorization to Charge Accounts

You are responsible for all internal transactions you or your authorized representative make using Online Banking. You authorize us to debit your designated account(s) for any internal transactions completed with Online Banking. You agree that we may comply with internal transaction instructions entered by any one person using an authorized access ID and password, regardless of the restrictions placed at the account level (i.e., two signatures required). Internal transfers between personal and business account should be avoided unless you are a sole proprietor. The bank suggests the use of mobile deposit to provide a paper trail for such internal transfers.

If you permit another person to access Online Banking by giving them your access ID and password, you are responsible for internal transactions that person makes to and from the

deposit and loan accounts linked to your online application even if that person exceeds your authorization unless you have notified us that usage by the other person is no longer authorized. To report unauthorized usage of your Online Banking access, refer to the “Error Resolution” section of this Agreement.

Restrictions on Transfers from Savings and Money Market Accounts

Under Federal Reserve Board Regulation D, you may make an unlimited number of deposits or transfers into a savings or money market account; however, you may make no more than six transfers or withdrawals out of such an account per calendar month (not counting transactions made at ATMs or in-person transactions). Transfers made by telephone, personal computer or funds automatically transferred from a savings or money market account to another deposit account for overdraft protection are counted toward the six total permitted monthly transfers or withdrawals. If you exceed the restrictions more than three times during a 12-month period, we may close the savings or money market account and transfer the funds to a checking account.

Business Day Cutoff

The cutoff time for internal transactions is 6:00 p.m. Central Standard Time, Monday through Friday, excluding Federal holidays. Except for “Express Transfers,” internal transactions can be added, changed, or deleted up until this cutoff time and the action will take effect on the current business day. All internal transactions submitted after 6:00 p.m. Central Standard Time, Monday through Friday or on Federal holidays, will take effect on the next business day.

Security, Privacy, and Confidentiality

We are committed to protecting your security and confidentiality. We maintain standards and procedures designed to prevent misuse of your personal information. To ensure the privacy of your account information while you are online, you are only able to access your account with high security browsers. You must also provide both your Access ID and your password. If no action is taken within any 15 minute period, you will be automatically logged off Online Banking.

You agree to protect the confidentiality of your account including your account number and your online banking access ID and password.

We may share limited information to parties outside our bank:

- 1) When it is necessary to complete a transfer as requested by you;
- 2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant when you have authorized the disbursement of such information;
- 3) In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal processes;
- 4) In order to give information to any government agency or official having legal authority to request such information;
- 5) If you give us written permission.

Error Resolution

In case of errors or questions about your deposit account transactions, call our Bookkeeping Department immediately at 563-344-3935 or toll free at 866-644-3935 during regular business hours Monday through Friday, excluding Federal holidays, email by visiting our website at www.tbkbank.com and clicking on the “Contact Us” link, or write to:

TBK Bank, SSB
Attention: Bookkeeping Department
852 Middle Road, Suite 101
P.O. Box 1030
Bettendorf, Iowa 52722

In case of errors or questions about your loan account transactions, call our Loan Servicing Department immediately at 563-344-3935 or toll free at 866-644-3935 during regular business hours Monday through Friday, excluding Federal holidays, email by visiting our website at www.tbkbank.com and clicking on the "Contact Us" link, or write to:

TBK Bank, SSB
Attention: Loan Servicing
852 Middle Road, Suite 101
P.O. Box 1030
Bettendorf, Iowa 52722

If you think your statement is wrong or if you need more information about a transaction listed on the statement, contact us as soon as possible. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared, and you must:

- 1) Tell us your name and account number.
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.

The information below applies only to accounts used for personal, family, and household purposes.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. Regardless of whether we ask for your complaint in writing, we will determine whether an error occurred within 10 business days after we receive your verbal notification and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of your money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, you may not receive the provisional credit mentioned above.

If you are a new customer, for electronic funds transfers occurring during the first 30 days after the first deposit is made to your account, the applicable time periods for action by us are up to 20 business days (instead of 10) and 90 calendar days (instead of 45).

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. You may ask for copies of the documents that we used in our investigation.

If you believe your Access ID and/or Password have become known by an unauthorized person, or that someone has transferred money without your permission, contact your local TBK Bank branch immediately during regular business hours Monday through Friday, excluding Federal holidays, or email us by visiting our website at and clicking on the "Contact Us" link, or write to:

TBK Bank, SSB
Attention: Customer Service
852 Middle Road, Suite 101
P.O. Box 1030
Bettendorf, Iowa 52722

Electronic Messaging and Notices

Customers should send us general inquiries concerning maintenance and other issues via email by visiting our website at www.tbkbank.com and clicking on the “Contact Us” link. You should not use regular email to initiate any banking transactions or give out personal identifying information. Sending electronic messages to us through regular email is not protected by a high level of encryption. We will notify you of notices, disclosures, and other information required under the Electronic Funds Transfer Act (Regulation E of the Federal Reserve Board of Governors) by posting it on our website, by emailing it to you, or by sending it to you by regular postal mail in writing at the address shown in our records. If you have given us an email address or postal address, we are entitled to rely on that address and assume that messages sent to that address are received by you, until you give us notice in writing or by email that the address is no longer valid. You agree that information we post to our website or send by email or regular postal mail will be deemed delivered at the time it is posted or sent. Information you send to us is deemed delivered when we receive and review it. If we send you a notice, disclosure or other message electronically and you wish to print it and are unable to do so, contact your local TBK Bank branch, or send us an email and we will provide you with a paper copy.

Change in Terms / New Services

It may be necessary, from time to time, for us to change the terms or conditions regarding your Online Banking access or to introduce new services. If such changes are made, you will be asked to agree to the new terms and conditions during your next login to Online Banking or we will send a message to your email address on file. You will have the right to withdraw from Online Banking, but by using Online Banking following the change, you agree to be bound by the terms contained in the revised Agreement.

Cancellation

We have the right to manually terminate your Online Banking access at any time. Access will be automatically terminated after 90 days of non-use. You have the right to terminate your Online Banking access at any time. If you wish to do so, please email your request including the name on your account, phone number, and email address to InternetBanking.CustomerService@tbkbank.com or send written notice to:

TBK Bank, SSB
Attention: Electronic Banking
852 Middle Road, Suite 101
P.O. Box 1030
Bettendorf, Iowa 52722

Mobile Devices

The same terms and conditions of this Agreement apply to mobile devices, when and where applicable, used to access Online Banking. Although TBK Bank, SSB does not charge you to access Online Banking or for any message sent to your mobile device, you may incur fees from your mobile provider.

Liability (this section applies only to accounts used for personal, family, and household purposes) Tell us at once if you believe your Access ID or Password has become known to an unauthorized person or if an unauthorized transaction has occurred involving your account. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

If you tell us within 2 business days after you learn that your Access ID and Password have become known by an unauthorized person, you can lose no more than \$50.00 if an

unauthorized person used your personal codes without your permission to process a transaction. Also, if you do NOT tell us within two business days after you learn that your Access ID and Password have become known by an unauthorized person, and we can prove that we could have stopped someone from using your Access ID or Password without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows internal transactions that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time period.

TBK Bank, SSB Alerts Terms and Conditions

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

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

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

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. TBK Bank, SSB reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("**EndPoints**"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your TBK Bank, SSB Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for updating contact options and alerts.

Alerts via Text Message. To stop Alerts via text message, text "**STOP**" to 99588 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in TBK Bank, SSB Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 99588. In case of questions please contact customer service at 866-644-3935. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

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

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

<https://www.tbkbank.com/documents/privacy-notice.pdf>

Waiver

You agree to waive and release any claims against us arising out of or in any way related to our Online Banking service except for those claims resulting solely from the negligent acts or omissions of us. You agree that in no event, we or our suppliers will be liable for lost profits or damages arising from your use of Online Banking. You agree that we or our suppliers will not be liable for any issues with your personal computer resulting in loss of functionality; this includes hardware or software failure, computer viruses, loss of data, interruption of Internet access or Online Banking access, or similar loss.