

CEDAR RAPIDS BANK & TRUST BUSINESS ONLINE BANKING SERVICES AGREEMENT AND DISCLOSURE (including Mobile Banking)

This Business Online Banking Services Agreement and Disclosure (the "Agreement") is entered into between Bank and the business Client of Bank who hereby subscribes to Bank's Business Online Banking Services ("Online Services"). Client is referred to in this Agreement as "you" or "your". Bank is referred to in this Agreement as "Bank", "we", "us", and/or "our".

You may also enroll in our Mobile Banking Services through Business Online Banking as provided in the Mobile Banking Services section below. Together, the Online Services and the Mobile Services are referred to as the "Services".

SCOPE OF AGREEMENT

Other Accounts, Loan Agreements and Services

This Agreement governs online and mobile access to your designated accounts with Bank (each an "Account"). The terms and conditions set forth herein are in addition to, and do not cancel or supersede, any other agreements or signature cards governing your deposits, loans or other business relationships with us. All of the terms, conditions, agreements, representations, schedules, disclosures, and fees set forth in or associated with such other agreements and signature cards remain in full force and effect. You acknowledge that the individuals you authorize to have access to and make transfers or payments from your Account(s) through the Services ("Users") may not be the same persons who are authorized to sign on the Account under your other agreements and signature cards with us (each an "Authorized Signer"), or you may give Users greater authority to conduct activities through the Services than they have under your other agreements and signature cards with us. Your signature card with us will govern who is an Authorized Signer for this Agreement, and such Authorized Signer, or an administrator assigned by the Authorized Signer, will have the authority to designate additional Users of Business Online Banking and Mobile Banking and their respective authorities.

Termination

Either of us may terminate this Agreement at any time upon giving written notice of termination to the other party. For reasonable cause, including inactivity or excessive, inappropriate or unlawful usage, we reserve the right to terminate this Agreement and your access to the Services, in whole or in part, at any time without prior notice to you. Upon termination, we reserve the right to make no further transfers or payments from your Account(s) pursuant to this Agreement, including payments or transfers you have previously authorized. If you terminate your Services, you authorize us to continue making transfers you have previously authorized until such time as we have had a reasonable opportunity to act upon your termination notice. You agree that upon termination of your Services, either by you or by us, you will cancel all automatic or recurring transfers you have previously authorized, and that if you fail to do so, you are responsible for such payments.

Business Days and Hours of Operation

Our Services are generally available twenty-four hours a day, seven days a week. However, at certain times, some or all of the Services may not be available due to scheduled or unscheduled system maintenance. During these times, you may use Bank (if open), a Bank ATM, or telephone us to conduct your transactions. Our Business Days are Monday through Friday; Saturday, Sunday, and federal holidays are not included.

Disclaimer of Warranty

ANY SERVICE, SOFTWARE, EQUIPMENT, SECURITY DEVICE AND COMMUNICATION INTERFACES PROVIDED OR LICENSED TO YOU ARE PROVIDED ON AN "AS IS" BASIS. OTHER THAN THE EXPRESS WARRANTIES CONTAINED HEREIN, BANK MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SUITABILITY OF THE SERVICES FOR YOU, OR AS TO THE COMPATIBILITY OF SOFTWARE, EQUIPMENT OR COMMUNICATION INTERFACES WITH YOUR EQUIPMENT.

LIMITATIONS ON THE SERVICES

Overdrafts; Order of Payments

It is your responsibility to ensure that you have enough money or credit available in an Account from which you instruct us to make transfer or payment. If funds are withdrawn from any of your accounts by means of electronic fund transfers, other than through the Services on the same Business Day as the Services' transaction, and if the Account contains insufficient funds to enable both the electronic fund transfer and the transfer through the Services, the transfers will be made in the order determined by us, at our sole discretion. You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree to reimburse us upon our demand, and you further agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permitted by the applicable law and the terms of any other relevant agreements.

No Signature Required

When using the Services, you agree that we, without prior notice to you, may execute transfers between Accounts or payments against loans as instructed by your User using the Services, without securing a signature by hand or by legally acceptable form of electronic signature.

SECURITY PROCEDURES AND REPORTING

User ID and Security

To gain access to Business Online Banking, your Authorized Signer will be required to register, and we will authenticate your information and email, call, or text you a secure code to continue your registration login process. Once the secure access code is verified, you will then set up the User ID and Password. Use of your login credentials is the agreed Security Procedure between us. You acknowledge and agree that the Security Procedure constitutes a commercially reasonable method of protecting your transactions.

Users must keep login credentials confidential in order to prevent unauthorized use of Business Online Banking. Anyone to whom your User gives or discloses login credentials, either deliberately or inadvertently, will have access to your Accounts. You are responsible for all transactions against your Account(s) made using Business Online Banking, including any transactions that may be unintentionally or inadvertently authorized or made, and any losses, charges, or penalties incurred as a result. In addition, except as otherwise provided in this Agreement, you are responsible for transactions by unauthorized persons using your User's login credentials.

Users will be required to change the User ID and Password upon the first entry into the system and change the Password every 90 days thereafter. We will clear User IDs and/or assign a new Password upon User request at any time. Any Password we assign will be usable only once, and your User will be required to change it the first time he or she uses it to enter the system.

We reserve the right to deactivate any User ID that has been "inactive" for a period of three months or more. If your User ID has been deactivated, you will be required to go through the registration process again to restore access to Business Online Banking. You may not receive advance notice of User ID deactivation.

Reporting Unauthorized Transaction or Theft or Loss of User IDs

You will immediately notify us by phone if the confidentiality or integrity of any Security Procedure is breached or threatened, followed by a written confirmation of security breach. We will have no liability to you for any unauthorized transaction made using a security device that occurs before you have notified us of the possible unauthorized use and we have had a reasonable opportunity to act on that notice. In the event of a breach, you agree to cooperate with us in connection with our incident response investigation in a timely manner and to provide any information we request within two Business Days of the request. You will permit our authorized representatives access to your Computer systems in connection with such investigation. You will indemnify and hold us harmless from and against any third party claim arising in connection with a data security breach, except to the extent the breach is caused by our gross negligence or the gross negligence of our service provider.

If you believe that an unauthorized transaction has been or may be made from your Account, alert Bank immediately by calling us at 319.862.2728, email us at treasurymanagement@crbt.com or write us at 500 1st Avenue, Cedar Rapids, IA 52401.

Protection of Accounts

You acknowledge you have important responsibilities for protecting your Accounts and the Services you use, and for combating fraud and the unauthorized use of your Accounts. You represent and warrant that you have in place and will maintain and enforce effective policies and procedures to monitor and control the secure use of your Accounts and Business Online Banking including:

- ensuring that your confidential information, Security Procedures, access devices and Account numbers are disclosed only to your personnel and agents who are authorized to have and use them,
- controlling the use of Internet access, software, scanning equipment and other systems and devices used in communications with us,
- training personnel on the proper use of the Online Services and fraud prevention measures particularly in connection with Internet access, and email, and
- controlling check stock, mechanical signing devices and Account information.

You are aware that we offer products and services that can be valuable tools in reducing the incidence of fraud and unauthorized use of your Accounts and the Online Services, including Positive Pay Services, secure Account alerts and debit blocking tools. In addition, we offer a variety of online viewing and reporting tools which enable real time access to Account data and activity. Careful monitoring of Accounts and Account data is an effective tool for detecting unauthorized or improper transactions and other account problems, and for facilitating reporting of potential problems. Notwithstanding any other provision of this Agreement, to the extent you choose not to utilize the tools available to you or fail to maintain and enforce such policies, you will be precluded from asserting any claims against us for paying unauthorized, altered, counterfeit or other fraudulent items that such tool was designed to detect or deter, and we will not be required to re-credit your Account or otherwise have any liability for paying such items.

BASIC ONLINE SERVICES

Account Inquiry/Account Summary/Statements/Charts

Those Users to whom you permit access to these Online Services may request and receive all Account information about one or more of the specified Accounts. This includes: the Account balance information, the status and description of any or all items, debits, credits or charges related to the Account, the Account history and all other information about activity associated with the Account.

Stop Payment Orders

The "Stop Payment Order" feature allows your User to use Business Online Banking to request that we stop payment of any item payable for an Account to which that User has access. A Stop Payment request must specifically identify the item subject to your request and must be received by us by End of Day. Orders received after end of our Business Day are considered to be received as of the next Business Day. You understand and agree that, unless your request is complete and accurate, we may be unable to identify the item subject to your request and therefore be unable to stop payment of that particular item. You further understand and agree that, unless we have a reasonable opportunity to act on your request prior to payment of an item, we will be unable to stop payment. By initiating a Stop Payment request with respect to an item, you agree that you will indemnify and hold us harmless from and against any claim arising in connection with our refusal to pay such item. The User whom you designate is allowed to transmit Stop Payments through Business Online Banking has full authority to do so without a written signature on file at Bank.

You will incur a fee in the amount specified on our fee schedule for each Stop Payment request transmitted through Business Online Banking.

Internal Transfers

The "Internal Transfers" feature allows Users to use Business Online Banking to request transfers between those deposit Accounts to which the User has access, provided that the User has access to both Accounts. The Accounts to or from which you wish for your Users to conduct Internal Funds Transfers, as well as the types of Internal Funds Transfers that you wish for Users to have the ability to perform for each of those Accounts, are as you established when you registered for the Online Service.

Your ability to transfer funds between certain accounts is limited by federal law, as stated in your deposit agreements with us. For example, you can make no more than six (6) transfers from a savings account during each statement period. Transfers made using both the Services and other transfer methods described in your Bank deposit agreements are counted against the permissible number of transfers. We reserve the right to further limit the frequency and dollar amount of transactions from your Accounts for security or credit reasons, as we may determine at any time at our sole discretion.

Loan Payments

The “Loan Payments” function enables your User to request that we deduct funds from a deposit Account and apply those funds as a payment to reduce the principal and/or interest amount outstanding under a loan account.

MOBILE BANKING SERVICES

Business Mobile Banking

You may use Business Mobile Banking in the same manner you use Business Online Banking. In order to do so, you must visit the app store on your device and download the application.

Security Procedures. You must comply with the security procedures for the Mobile Services, as they may be revised from time to time. You will login and complete the Enrollment Process using the assigned secure access code.

Liability/ Fees and Charges. Neither we, our affiliates nor the Licensor will be liable for any errors in the content of information obtained or transmitted through the Mobile Services, or for any actions taken in reliance thereon (including, but not limited to, the type of alerts and other preferences you select). You are responsible for any and all charges, including, but not limited to, fees associated with text messaging or data usage rates imposed by your telecommunications carrier. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by any telecommunications carrier or any app store. Any losses or charges incurred through the loss of a Mobile Device or the safeguarding (or failure to adequately safeguard) of User IDs and passcodes will remain your sole responsibility.

Mobile Deposit

This Mobile Service is designed to allow you to make deposits to the Accounts from remote locations by capturing images of paper checks (“Check Images”) and delivering the Check Images and associated deposit information to us or our Licensor. Once you have downloaded our Mobile Banking App on your Mobile Device and enrolled in Mobile Deposit, you will be able to take pictures of Checks for deposit if you have been authorized. You will need to provide an image from both the front and the back of the Check and provide the information required. Notifications will be sent to let you know your transaction was successful. Only one Check may be deposited per deposit session.

Check Requirements. In order to be eligible to be transmitted to us through Mobile Deposit, a Check must meet all of the following requirements:

- The Check must be a paper Check made payable only to your business;
- The paper Check must be payable on demand and drawn on or payable in U.S. dollars at a financial institution whose corporate headquarters is located in the United States;
- The paper Check must not have been previously deposited with any financial institution, or deposited to the Account or any other account or used as a source document for any electronic image that has been transmitted to any financial institution; and
- The paper Check cannot be future or postdated.

Impermissible Checks. You will not transmit any Checks that violate any of the terms of this Addendum or the terms of the Account. You may not image and deposit any of the following types of Checks:

- Checks payable to any person or entity other than the person or entity that owns the Account that the Check is being deposited into;
- Checks containing an alteration on the front of the Check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn;
- Checks previously converted to a substitute check, as defined in Regulation CC;
- Checks drawn on a financial institution located outside the United States;
- Checks that are remotely created checks, as defined in Regulation CC;
- Checks not payable in United States currency;
- Checks dated more than six (6) months prior to the date of deposit;
- Checks that have previously been submitted through the Mobile Service or through a remote deposit capture service offered at any other financial institution;
- Checks that are drawn or otherwise issued by the U.S. Treasury Department.

Endorsements and Procedures. You must restrictively endorse any Check transmitted through Mobile Deposit as “For mobile deposit only, *Company Name*” or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Mobile Service as we may establish from time to time.

Receipt of Items. We reserve the right to reject any Check Image transmitted through Mobile Deposit, at our discretion. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of a Check will be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

Disposal of Checks. You must mark each Check “VOID”, or otherwise render it incapable of further transmission, deposit, or presentment and put the Checks under lock and key until your business destroys them.

Promises You Make to Us.

- You will only transmit eligible Checks;
- Images will meet our image quality standards in effect from time to time;
- You will not store or make a back-up copy of any electronic item;

- You will not transmit an image or images of the same Check to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such Check with any other party;
- You will not deposit or re-present the original Check to any other party;
- All information you provide to us is accurate and true, including that all images transmitted to us accurately reflect the front and back of the Check at the time it was scanned.

Mobile Banking Limitations

It is important that you understand the limitations of the Mobile Services, including but not limited to the following:

- The balance of the Accounts may change at any time as we process items and fees against them, and the information provided to you through the Mobile Services may become quickly outdated. Financial information obtained through the Mobile Services (including, without limitation, any text message alerts) reflects the most recent Account information available through the Mobile Services and may not be accurate or current. You agree that neither we nor our Licensors will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.
- Because the Mobile Services are accessible only through your Mobile Device, your access to the Mobile Services may be limited by the service provided by your telecommunications carrier.
- There may be technical or other difficulties related to the Mobile Services. These difficulties may result in loss of data, personalized settings or other the Mobile Services interruptions. We do not assume any responsibility for the timeliness, deletion, or misdelivery of any user data, failure to store user data, communications or personalized settings in connection with your use of a Mobile Service; nor for the delivery or the accuracy of any information requested or provided through a Mobile Service.

We reserve the right to block access or delete the Mobile Service software from your Mobile Device if we or our Licensor have reason to believe you are misusing a Mobile Service or otherwise not complying with this Addendum, or have reason to suspect your Mobile Device has been infected with malicious software or virus.

RESPONSIBILITY OF PARTIES

Restrictions on Use

You will not use the Services in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only use it in compliance with all applicable laws, rules and regulations, 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. Without limiting the foregoing, you will not use the Services to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party’s intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data that is illegal, or material or data, as we determine (in our sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm our or our Licensor’s reputation; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g., racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or any other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose us or any of our affiliates or our Licensor, or any other third party, to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of the Licensor and its affiliates, or any other third party.

You will not attempt to: (a) access the Services for a use that has not been authorized; (b) use or attempt to use a third party’s account; (c) interfere in any manner with the provision of a Service, the security of a Service, or other customers of a Service; or (d) otherwise abuse the Services.

Hardware and Software Malfunctions

The risk of error, failure, incompatibility or nonperformance of your Computer system and Mobile Device is your risk and includes the risk that you do not operate your Computer, your software or your Mobile Device correctly. We are not responsible for any errors or failures from any malfunction of your Computer, software or Mobile Device. We will have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your Computer, software or Mobile Device. WE MAKE NO WARRANTY TO YOU REGARDING YOUR COMPUTER, SOFTWARE OR MOBILE DEVICE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We make no representations or warranties regarding the accuracy, functionality, or performance of any third party software that may be used in connection with the Online Services (e.g. Quicken, Microsoft Money).

We are not responsible for nor will we have any liability for any loss or damage, direct or consequential, from electronic viruses, worms, trojans, keystroke loggers, spyware or any other “malware” that you may encounter on your Computer using your Internet access provider or on any Computer system or Mobile device with which you choose to access the Services. WE STRONGLY ENCOURAGE YOU TO INSTALL, PROPERLY USE, AND KEEP UP-TO-DATE ANTI-VIRUS, ANTI-SPAM, ANTI-SPYWARE AND FIREWALL SOFTWARE AND/OR HARDWARE PRODUCTS FROM RELIABLE, REPUTABLE PROVIDERS TO PROTECT YOUR ONLINE AND MOBILE SECURITY.

Compliance

We will each comply with all laws, rules and regulations in connection with the Services. This includes, but is not limited to, as applicable, Article 4 and 4A of the Uniform Commercial Code, Check 21 and Regulation CC promulgated thereunder, the Bank Secrecy Act, the U.S.A. Patriot Act and the requirements for customer identification required thereby, and sanctions enforced by The Office of Foreign Assets Control (“OFAC”). You will be responsible for and will fully indemnify us for any and all fines and assessments imposed on us as a result of any infraction or violation of laws, rules or regulations caused by or attributable to you.

Limitation of Liability

IN NO EVENT WILL WE BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

We do not and cannot control the flow of data to or from our network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). We cannot guarantee that such events will not occur. Accordingly, we disclaim any and all liability resulting from or related to such events and in no event will we be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or our ability to connect to the Internet on your behalf.

Under no circumstances will we be responsible for any liability, loss or damages resulting from any delay in performance of or failure to perform in connection with Business Online Banking or Mobile Banking that is caused by interruption of telephone, facsimile or communication facilities, delay in transportation, equipment breakdown or mechanical malfunction, electrical, power or Computer failure, accidents, fire, flood, explosion, theft, natural disaster or other catastrophe, acts or failure to act by you or any third-party strikes or lockouts, emergency conditions, riots, war, events of terrorism, acts of government or other circumstances which are unavoidable or beyond our control. We will not be liable for failure to perform any of our obligations in connection with a Service if such performance would result in it being in breach of a law, regulation or requirement of any governmental authority.

SECURITY STANDARDS AND PRIVACY

Confidentiality and Access to the Services

We have implemented and will maintain information security measures designed to meet the requirements of the Guidelines Establishing Information Security Standards as adopted by the bank regulatory agencies who oversee our operations. These security measures include appropriate disposal of consumer information as required, and taking appropriate actions to address incidents of unauthorized access to your sensitive information. We will exercise due care and good faith in seeking to preserve the confidentiality of your User ID and to prevent access to the Services in general and your Accounts in particular by unauthorized persons. It is understood and agreed that our implementation of our normal procedures for maintaining the confidentiality of information relating to our customers and preventing unauthorized transactions will constitute fulfillment of our obligation to exercise due care and good faith. We will not be under any liability or have any responsibility of any kind for a loss incurred or damage suffered by you by reason or in consequence of an unauthorized person gaining access to or otherwise making use of your Accounts through the Services if (i) we have fulfilled our obligation of due care and good faith, or (ii) the loss or damage could have been avoided had you promptly notified us when you received knowledge or notice of an unauthorized transaction or other breach of security, or (iii) the unauthorized transaction was a transfer of funds to an account owned by you or by any person or entity which controls, is controlled by, or is under common control with you. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the Services system or disclosure of any of your confidential information or instructions by your employees, agents or other third parties. When we become aware of any unauthorized access to your Accounts, we will advise you as promptly as practical thereafter.

Privacy and User Information

In connection with your use of the Services, we, our affiliates and the Licensor may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services. We reserve the right to use and disclose the User information as reasonably necessary to deliver the Services and as otherwise permitted by law, including, without limitation, compliance with court orders or instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. We, our affiliates and the Licensor also reserve the right to monitor the use of the Services for purposes of verifying compliance with applicable law, this Agreement and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

MISCELLANEOUS

Audit

During the term of this Agreement and for a period of two (2) years thereafter, Bank, and any third party representatives designated by us, including bank regulatory agencies, independent auditors and forensics experts, will have the right, upon reasonable prior notice to you (except in the event of fraud, unauthorized access to Accounts or any other circumstance where delay could result in loss to you, in which case this right will be immediate), to audit your books, records, systems, Computers and procedures to the extent necessary to verify your compliance with the terms of this Agreement, including compliance with applicable law, which may include, in our sole discretion, the right to enter onto your premises for such purpose.

Governing Law

This Agreement will be construed in accordance with and governed by the laws of the State of the main office of Bank. In the event we bring legal action to enforce the Agreement or collect overdrawn funds on Accounts accessed under the Agreement, we will be entitled, subject to applicable law, to payment by you of our reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the State of the main office of Bank, if allowed by applicable law.

Dispute Resolution

In the event of a dispute between us with respect to any issue arising out of or relating to this Agreement in any manner, excluding any claim for amounts due us hereunder and claims for indemnification and breach of confidentiality, such dispute shall be determined by arbitration. Arbitration shall be conducted before an arbitrator chosen as follows: either we together will agree on a mutually acceptable arbitrator, or you will select one arbitrator and we will select one arbitrator, and these two arbitrators will choose a third arbitrator who will act as arbitrator hereunder. The arbitrator's decision shall be final and binding upon all parties concerned. Such decision must be rendered within thirty (30) days of the closing of the hearing record. The arbitration proceedings conducted hereunder shall be conducted in the state where the main office of Bank is located, and each party will bear our own costs. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association or JAMs in the discretion of the party submitting the claim. The exclusive venue for any and all proceedings commenced with respect to arbitration of any issue arising out of or relating to this Agreement, including without limitation the breach thereof, will be the Circuit Court for county where the main

office of Bank is located. Judgment upon the award rendered by the arbitrator(s) will be entered in the Circuit Court for county where the main office of Bank is located. No award of punitive damages by the arbitrator(s) may be enforced.

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. Notices from you will be effective when received by mail at the address specified above.

Email Communications

In general, email communications sent over the public Internet via traditional email systems are not necessarily secure. Therefore, we will not send and we strongly suggest that you do not send any confidential personal or Account information via traditional Internet email. We will not respond to Account information related questions sent via Internet email. You agree that we may take a reasonable time to act on any email request that you send.

Business Online Banking includes a secure message system by which you and Bank staff can exchange confidential Account information safely. These communications transpire inside the secure Internet banking system and therefore do not pose the same confidentiality risk as regular email over the public Internet. We will respond to these communications within a reasonable time frame, normally within two Business Days. Correspondence that requires expeditious handling (e.g. reporting an unauthorized transaction from one of your Accounts) should be made by calling Bank at 319.862.2728 or visiting a bank office in person.

Assignment, No Waiver, Severability

We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to any other party. We will not be deemed to have waived any of our rights or remedies unless such waiver is in writing and signed by us. No delay or omission on the part of us in exercising our rights or remedies will operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions. Should any part of this Agreement be held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible to reflect the original intent of the Agreement, and the remaining portions will remain in full force and effect.

Refer to the Fee Schedule for other applicable fees and charges. We reserve the right to adjust fees or pricing schedules at any time with adequate notice to Customers.

CONFIRMATION OF AGREEMENT

Please indicate your agreement to abide by the terms and conditions set forth in this Business Online Banking Services Agreement and Disclosure. You agree to accept this Agreement in the electronic form presented. If you desire a copy and are unable to print a paper copy of this Agreement, you may request a paper copy by calling 319.862.2728. You also agree that we may provide you with all legal and other disclosures, notices, and other communications with respect to Business Online Banking, and amendments to this Agreement, in electronic form. We may notify you of any future notices by sending an alert to the email address you provide during enrollment and/or by posting them on the Business Online Banking home page for a period of thirty days.