

# PERSONAL ONLINE BANKING TERMS AND CONDITIONS

Last revised March 1, 2018

This agreement is entered into between MidWestOne Bank (the “Bank”) and any customer of the Bank who subscribes to the Bank’s Personal Online Banking. The customer is referred to in this Agreement as “you”. You should read this Agreement and any other materials you receive before you use Personal Online Banking. If you use Personal Online Banking, or permit another person to use Personal Online Banking on your behalf, you agree to the terms and conditions stated in this Agreement.

1. **Deposit and Loan Agreements.** The terms and conditions in this Agreement are in addition to any deposit agreements you have with the Bank, including your signature card, the terms and conditions of your accounts, the accompanying schedules and disclosures, and any change of terms notices (collectively, the “Deposit Agreements”). The terms and conditions in this Agreement are also in addition to the terms and conditions of any loan or credit agreements you have here with the Bank, including any disclosures made pursuant to such agreements (collectively, the “Loan Agreements”).
2. **Electronic Funds Transfer Act.** Some of the transactions permitted through Personal Online Banking are governed by the Electronic Funds Transfer Act (the “EFTA”), and some of the terms and conditions of this Agreement are disclosures required by the EFTA. Commercial account holders are not covered by the EFTA and therefore certain provisions are not applicable to commercial accounts. Consumer account users can see the full Electronic Funds Transfer Disclosure further in this document.
3. **Computer Requirements.** In order to use Personal Online Banking, you will need certain computer and related equipment (referred to in this Agreement as your “Computer”). You are responsible for the installation, maintenance and operation of your Computer and all software. The Bank is not responsible for any errors or failures from any malfunction on your Computer or any software and the Bank is not responsible for any computer virus or related problems that may be associated with the use of the Bank’s online system.
4. **Online Account Access.** To subscribe to Personal Online Banking, you must have at least one checking, savings or loan account with the Bank. You may gain access to the following types of deposit and loan accounts using Personal Online Banking:
  - Checking Accounts
  - Savings Accounts
  - Certificates of Deposit
  - Loans

In most cases, you may use Personal Online Banking to gain access to deposit accounts in which you have an unrestricted right to withdraw funds and line of credit accounts in which you have an unrestricted right to borrow money. However, the Bank may, in its discretion, deny Personal Online Banking account access or restrict Personal Online Banking account transactions under certain circumstances.

5. **Description of Personal Online Banking Functions.** You may perform the following online transactions: transfer funds between your accounts, obtain account balances and transaction information for your deposit and loan accounts, request a bill to be paid by check from your checking account, view and print the front and back images of cancelled check items and deposit tickets and send e-mail (e-mail) to the Bank and received e-mail from the Bank. Your ability to transfer funds between certain accounts is limited by the federal law, as stated in the Deposit Agreements. For example, transfer from a savings account to another account or to third parties by pre-authorized, automatic, telephone, computer transfer, check or debit card are limited to six (6) per statement cycle. Transfers made using Personal Online Banking are counted against the permissible number of transfers. Transfers must be received by the Bank by 6:00 p.m. (Central Time) on a business day to be processed the same business day. Each

transfer made from a loan account is treated as a cash advance from that account and is subject to the terms of the Loan Agreements. You will be provided with a confirmation number for each transfer. Please keep a record of this number to help resolve any questions that you may have concerning the transaction. You agree that you will instruct us to make a transfer only when a sufficient balance is or will be available in the designated account. Do not rely on e-mail if you need to communicate with the Bank immediately. For example, to report a lost or stolen card, or to report an unauthorized transaction from one of your accounts you should contact the Bank immediately in person or by telephone. The Bank will not take actions based on your e-mail requests until the Bank actually receives your message and has a reasonable opportunity to act. The Bank reserves the right to limit the frequency and dollar amount of transactions from your accounts for security reasons.

6. **Username and Passwords.** You may be asked to select your Username. For commercial customers after the Bank receives and accepts your application for Personal Online Banking, the Bank will issue a temporary password. You are required to change your password before you may initiate transactions and download your account information with the Personal Online Banking service. Your access to Personal Online Banking and Mobile Banking will expire due to inactivity if not accessed for a period of 180 days; the inactivity period for Bill Pay is set at 90 days. You agree to keep all security codes, including your password, confidential to prevent unauthorized access to your accounts and to prevent unauthorized use of Personal Online Banking. You agree that you are responsible for any transactions, including any charges or fees, made by another person if you provide your password to another person, even if that person is not an account holder. Such transactions will be deemed to be “authorized transactions” under the EFTA. To help safeguard your password, you should change your password frequently. If you forget your password you may request a new one by clicking the link provided, if you are locked out of your online account, you must contact the Bank to have a new temporary password issued to you. NEITHER MIDWESTONE BANK NOR ITS SERVICE PROVIDERS WILL CONTACT YOU VIA TELEPHONE OR EMAIL REQUESTING PERSONAL INFORMATION, YOUR USERNAME, OR YOUR PASSWORD. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS INFORMATION, PLEASE CONTACT US IMMEDIATELY.
7. **Fees for Personal Online Banking.** The Bank does not currently charge a separate fee for Personal Online Banking. The Bank may charge or add fees for Personal Online Banking by following the procedures outlined in Paragraph 16 for amending this Agreement. Service charges and fees provided for in the Deposit and Loan Agreement will continue to apply to your accounts. You authorize the Bank to deduct all applicable fees from any deposit account you have at the Bank.
8. **Reporting Unauthorized Transactions.** If you believe that an unauthorized Personal Online Banking transaction has been made from your account, you must contact the Bank immediately as indicated in the Electronic Fund Transfer Disclosure section.
9. **Periodic Statements, Notices and Disclosure.** The Bank will mail or deliver to you periodic statements, notices and disclosures for your accounts as provided for in the Deposit and Loan Agreements or as required by law. Delivery of these may be made electronically. For consumers, electronic delivery will only be made if you have consented for us to do so. For commercial accounts, enrollment in E-Statements and/or use of Personal Online Banking constitutes your request for electronic delivery of these items. In addition to reflecting your other account activity, your statements will include any activities using Personal Online Banking.
10. **Business Days and Hours of Operation.** The business days for the Bank are normally Monday through Friday. Holidays are not business days. Personal Online Banking transfers can only be made on business days. You may use your Computer to reach Personal Online Banking 24 hours a day, seven days a week, except during any special maintenance periods, or in the case of business users as designated by the company.
11. **Your Responsibility.** You are responsible for all transfers you authorize using Personal Online Banking. If you permit other persons to use Personal Online Banking for your accounts or your password, you are

responsible for any transactions they authorize from your deposit and loan accounts. You should notify the Bank immediately if you believe any of your accounts have been accessed or your password has been used without your permission. Contacting the Bank immediately will help you reduce your potential losses.

12. **Bank's Responsibility.** The Bank is responsible for completing transfers on time according to your properly entered and transmitted instructions. However, the Bank will not be liable;
- **If you do not have adequate money in a deposit account to complete a transaction from that account, or if that account has been closed;**
  - **If you do not have an available credit in a loan account to complete a transaction from that account, or if that account has been frozen or closed;**
  - **If you have not properly followed instructions on how to make a transfer;**
  - **If you have not given the Bank complete, correct, and current instructions so that the Bank can make a transfer;**
  - **If withdrawals from any of your linked accounts have been prohibited by a court order such as a garnishment or other legal process;**
  - **If your Computer, the software, the web browser, the Internet Service Provider or Personal Online Banking was not working properly and this problem should have been apparent to you when you attempted to authorize a transfer.**
  - **If circumstances beyond the Bank's control prevent making a transfer, despite reasonable precautions that the Bank has taken. Such circumstances include telecommunication outages or failures, fires and floods.**

Except as otherwise provided in this Agreement or otherwise expressly provided by applicable law or regulation, you agree that neither the Bank nor any party that provides Internet access or provides equipment used to access Personal Online Banking or any agent, independent contractor, or subcontractor of any of the foregoing will be liable for any loss, injury, damage including without limitation, direct, indirect, incidental, special, consequential, or punitive damages, whether under a contract, tort or any other theory of liability, arising in any way of the installation, use or maintenance of Personal Online Banking or of the Internet access provider used to access Personal Online Banking, or of the equipment used to access Personal Online Banking including, without limitation any loss, injury, or damage relating to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception or access to your communication with the Bank, even if the Bank is aware of the possibility of such event. There may be other exceptions to the Bank's liability as stated in the Deposit and Loan Agreements.

13. **Disclosure of Account Information to Others and Information Sharing Opt-Out.** As described below, the Bank may disclose information to third parties about your accounts. The Bank has entered into an agreement to have another party provide the Personal Online Banking functions. The Bank will provide this party with information about your linked accounts, Personal Online Banking transactions, and your e-mail messages, in order to carry out your instructions. In addition, the Bank may disclose information in order to comply with laws, government agency rules or orders, court orders, subpoenas, or other legal process, or in order to give information to any government agency or official having legal authority to request such information. At the Bank's discretion, the Bank may disclose to affiliated companies information about your accounts and transactions you have made to or from your accounts; this section does not limit, alter or amend the Bank's information handling practices and privacy policy. By requesting the Personal Online Banking service, you agree that the Bank may disclose your account information with

third parties as described above. You understand that the service will not be provided if you do not agree to the information sharing practice described above. Please refer to MidWestOne Bank's Privacy Policy at <https://www.midwestone.com/privacy-policy> and the Electronic Fund Transfer Disclosure below.

14. **Data Recording.** When you contact Personal Online Banking to conduct transactions, the information and e-mail messages you enter will be recorded. By using Personal Online Banking, you consent to such recording.
15. **Amendment of this Agreement.** The Bank may amend this Agreement by mailing or providing notice to you at least twenty-one (21) days before the effective date of the amendment. Personal Online Banking and your linked accounts will be governed by the Agreement as amended.
16. **Assignment.** The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party.
17. **Termination.** Either you or the Bank may terminate this Agreement and your Personal Online Banking authorization at any time upon giving notice of the termination to the other party. If you terminate Personal Online Banking, you authorize the bank to continue making transfers you have previously authorized until such time as the Bank has had a reasonable opportunity to act upon your termination notice. Once the Bank has acted upon your termination notice, the Bank will make no further transfers from your accounts, including any transfers you have previously authorized. If the Bank terminates your use of Personal Online Banking, the Bank reserves the right to make no further transfers from your accounts, including any transactions you have previously authorized. If the Personal Online Banking service is terminated by either party, the Bank is not liable for any losses related to transfers not made as a result of termination.
18. **Notices and Bank Contact.** All notices and other communications provided for in the Agreement shall be in writing at the address indicated below, or if expressly permitted in the Agreement, by telephone at the number indicated below. The Bank shall be entitled to rely on any communications believed by it, in good faith, to be genuine and to have been made by you.

For a Stop Payment, Unauthorized Transaction or Error Resolution, you must call the Bank immediately by calling your MidWestOne Bank office or notify the Bank in writing by mailing your correspondence to the following address:

MidWestOne Bank  
ATTN: Internet Banking  
PO Box 1700  
Iowa City, IA 52244-1700  
1-800-247-4418

When notifying the Bank of an Unauthorized Transaction or Error Resolution, you must provide to the Bank sufficient information to respond to such a request, including, if applicable, your name (or the name of the person drawing the check or making the payment request), your account number(s), the name of the payee(s), payment or transaction amount and date of the payment or transaction. You may contact our MidWestOne Bank office if you have any questions regarding Personal Online Banking service or your Personal Online Banking transactions.

19. **Bill Pay Service.** For information regarding MidWestOne Bank's Bill Pay Service, please see the separate **Terms and Conditions Disclosure** located within Bill Pay Service. Additional fees may apply.
20. **Right to Stop Payment and Procedures for Doing So.** If you have told the Bank in advance to make Regular Payments out of your Account, you may stop any of these payments. To stop payments, notify your local MidWestOne Bank office in time for the Bank to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, the Bank may require you to put your

request in writing and deliver it to the Bank within 14 days after you call. If you would like to place a stop payment on a payment item set up through MidWestOne Bank's Bill Pay Service, please call customer service at 1-855-495-1272. Please see the separate **Terms and Conditions Disclosure** located within the Bill Pay Service.

Before placing a stop payment on your account, verify that the item has not cleared. For each stop payment item, you are required to complete the amount, check number and payee.

*Stop Payment Disclosure.* Stop Payments initiated after 5:00 p.m. (Central Time) on any business day are considered on the next day's business. All stop payment are subject to verification.

You and MidWestOne Bank agree to abide by the rules and regulations (as outlined in the Uniform Commercial Code) governing stop payment orders. Oral requests (including by phone) are binding for **14 days only**, unless the account owner confirms the order by signing the proper form within the 14-day period. Properly executed stop payment forms are effective for six (6) months after the date accepted and will automatically expire after that period unless renewed in writing.

*Stop Payment Fees.* All stop payment fees apply. Please refer to our Consumer or Business Service Fee Schedules for the amount we will charge you for each stop payment order you give.

*Revocation of the Stop Payment Order.* Request and revocation must be in writing and bear the same authorized signature as the initiator of the stop payment request.

*Home Equity Lines of Credit.* Contact your branch to place a stop payment on Home Equity Line of Credit checks.

21. **Images Online.** Depending on the terms of your account you may view images of cancelled checks and deposit tickets online. You may view and print the front and back of a cancelled check or deposit ticket by simply clicking on the item.

## **THE FOLLOWING APPLIES TO CONSUMER ACCOUNTS ONLY**

### **ELECTRONIC FUND TRANSFER DISCLOSURE – YOUR RIGHTS AND RESPONSIBILITIES**

**Electronic Fund Transfers Initiated by Third Parties.** The Electronic Fund Transfers we are capable of handling for consumer are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

### **TYPES OF TRANSFERS, FREQUENCY AND DOLLAR LIMITATIONS**

#### **(a) Prearranged Transfers**

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking and/or savings account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking and/or savings account(s).

**(b) Telephone Transfers.** You may access your account(s) by telephone at 1-800-832-9322 using a touch tone phone, your account numbers, and Personal Identification Number (PIN) to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking to checking
- Transfer funds from savings to savings
- Make payments from checking to loan accounts with us
- Make payments from savings to loan accounts with us
- Get checking account(s) information
- Get savings account(s) information
- Get certificate of deposit account(s) information

- Get loan account(s) information

**(c) ATM Transfers.** You may access your account(s) by ATM using your ATM or Debit Card and personal identification number to:

- Get cash withdrawals from checking accounts you may withdraw no more than \$750.00 per 24-hours
- Get cash withdrawals from savings accounts you may withdraw no more than \$750.00 per 24-hours
- Get cash withdrawals from Savings or Checking you may withdraw no more than \$260.00 per 24-hours (ATM only)
- Transfer funds from savings to checking
- Transfer funds from checking to savings
- Get checking account(s) information
- Get savings account(s) information
- Make deposits to checking and savings account at non-proprietary ATM's within the networks identified on your card and such other facilities as we may designate from time to time.

**(d) Point-of-Sale Transactions.** Using your card:

- You may access your checking account(s) to purchase goods (in person, by phone, by computer) pay for services (in person, by phone, by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.
- You may not exceed more than \$2,000.00 in transactions per 24-hour period for PIN based transactions.
- You may not exceed more than \$2,000.00 in transactions per 24-hour period for purchase/signature based transactions.

**(e) Computer Transfers.** You may access your account(s) by computer by Internet at <https://www.midwestone.com> and using your Username and Password to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from loan accounts to checking or savings
- Transfer funds from checking to checking or savings to savings
- Make payments from checking to loan accounts with us
- Make payments from savings to loan accounts with us
- Make payments from bill pay to third party(s)
- Get checking account(s) information
- Get savings account(s) information
- Get certificate of deposit account(s) information
- Get loan account(s) information

**(f) Mobile Banking Transfers.** You may access your account(s) by web-enabled cell phone by enrolling in Mobile Banking service via Personal Online Banking and using your Username and Password to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer fund from checking to checking or savings to savings
- Transfer funds from loan accounts to checking or savings
- Make payments from checking to loan accounts with us
- Make payments from savings to loan accounts with us
- Make payments from bill pay to third parties
- Get checking account(s) information
- Get savings account(s) information
- Get certificate of deposit account(s) information

- Get loan account(s) information
- Make mobile deposits
- You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

**(g) Electronic Fund Transfers Initiated by Third Parties.** You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfer include, but are not limited to:

- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from our checking account using information from your check to pay for purchase or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

#### **GENERAL LIMITATIONS**

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers or withdrawals from a savings account to another account of ours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are limited to six (6) per month. If you exceed the transfer limitations set forth above, your account shall be subject to closure.

#### **FEES (see Consumer and Commercial Service Fee Schedule for additional information)**

- We do not charge a fee for our Bill Pay Service
- We charge a \$.50 fee/transaction for the Person to Person Transfer Service (P2P) to our customers whose accounts are set up to use our Bill Pay Service
- We charge a \$2.00 fee/transaction for the Person to Person Transfer Service (P2P) to our customers whose accounts are set up to use our Bill Pay Service
- We charge a \$9.95 fee for Same Day Bill Payment to our customers whose accounts are set up to use our Bill Pay Service
- We charge a \$14.95 fee for an Overnight Check to our customers whose accounts are set up to use our Bill Pay Service
- We charge a \$1.00/month fee to our customers to use an ATM Card
- We charge a \$1.00 ATM Withdrawal/Usage fee at ATMs not owned by MidWestOne Bank
- We charge a \$5.00/transfer fee for the Overdraft Sweep service

Except as indicated above, we do not charge for Electronic Fund Transfers.

**ATM Operator/Network Fees:** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for balance inquiry even if you do not complete a fund transfer).

#### **DOCUMENTATION**

**(a) Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using a(n)

- automated teller machine
- point-of-sale terminal.
- You may not get a receipt if the amount of the transfer is \$15 or less.

**(b) Preauthorized Credits.** If you have arranged to have direct deposits made to our account at least once every 60 day from the same person or company, you can call us at the telephone number listed below to find out whether or not the deposit has been made.

**(c) In addition,**

- You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.
- You will get a quarterly statement from us on your savings account if the only possible electronic transfer to or from the account is a preauthorized credit.

#### **For Minnesota Only**

#### **TIME NEEDED TO COMPLETE TERMINAL TRANSACTIONS**

- Withdrawals made at a terminal will normally be completed and charged to your account on the second business day following the date of your withdrawal
- Deposits made at a terminal will normally be credited to your account on the second business day following the date of your deposit
- Transfers between accounts will normally be completed on the second business day following the date of your transfer

#### **For Minnesota Only**

#### **REVERSAL OF POINT-OF-SALE TRANSACTIONS**

- You cannot reverse a point-of-sale transaction.

Payment for goods or services in this manner shall not affect any of the rights, protections, or liabilities in existing law concerning a cash or credit sale made by means other than through the use of a terminal.

#### **PREAUTHORIZED PAYMENTS**

**(a) Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call or write us at the telephone number or address listed in this disclosure, in time for us to receive our request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

We charge \$30.00 for each stop payment.

**(b) Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 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.)

**(c) Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## FINANCIAL INSTITUTION'S LIABILITY

**(a) Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- ❖ If, through no fault of ours, you do not have enough money in your account to make the transfer.
- ❖ If the transfer would go over the credit limit on your overdraft line.
- ❖ If the automated teller machine where you are making the transfer does not have enough cash.
- ❖ If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- ❖ If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precaution that we have taken.
- ❖ There may be other exceptions stated in our agreement with you.

## CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) Where it is necessary for completing transfers; or
- (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) In order to comply with government agency or court orders; or
- (4) If you give us written permission.
- (5) As explained in the separate Privacy Disclosure.

## UNAUTHORIZED TRANSFERS

**(a) Consumer Liability.** Tell us at once if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down.

### **For Minnesota Only**

You could lose all of the money in your account (plus your maximum overdraft line of credit). We will be liable for all unauthorized transfers unless the unauthorized transfer was due to the loss or theft of your card and/or code. If due to the loss or theft of your card and/or code, and you notify us within 60 days of when the unauthorized transfer appears on the statement you can lose no more than \$50 if someone used your card and/or code without permission.

If you do **NOT** notify us within 60 days after the unauthorized transfer appears on your statement, and we prove that we could have stopped someone from using your card and/or code without your permission if you had told us within 2 days of when you discover the loss or theft of your card and/or code, you could lose as much as \$500 for unauthorized transfers that appear on the statement.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, 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 prove that we could have stopped someone from taking the money if you had told us in time.

### **For Iowa, Wisconsin, and Florida Only**

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 of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, 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 your from telling us, we will extend the time period.

**Visa® Debit Card.** Additional Limit on Liability for unauthorized transactions. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa debit card. This additional limit on liability does not apply to ATM transaction or to transactions using your Personal Identification Number which are not processed by Visa.

**MasterCard® Debit Card.** Additional Limit on Liability for unauthorized transactions. You will not be liable for any unauthorized transactions using your MasterCard debit card, when used for point-of-sale transactions if: (i) you can demonstrate that you exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period, and (iii) your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. "Unauthorized use" means the use of your debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by MasterCard. MasterCard is a registered trademark of MasterCard International Incorporated.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

## **ERROR RESOLUTION NOTICE**

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (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.

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 (5 business days if involving a Visa® point-of-sale transaction processed by Visa or 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 credit your account within

10 business days (5 business days if involving a Visa point-of-sale transaction processed by Visa or 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 credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. We will tell you the results within three 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.

### **For Minnesota Only**

#### **AMENDMENTS AND TERMINATION**

We reserve the right to amend any terms in this disclosure and to terminate your card privileges upon giving written notice to you within a reasonable period of time in advance of the effective date of the amendment or termination. You may terminate your card privileges by notifying us and returning your card.

MIDWESTONE BANK  
PO Box 1700  
Iowa City, IA 52244-1700  
1-800-247-4418

For purposes of these disclosures, our business days are  
Monday thru Friday. Holidays are not included.

#### **ADDITIONAL INFORMATION**

To report a lost or stolen MasterCard Debit Card after business hours, call 1-800-383-4418.

The number for Telebanc is 1-800-832-9322.

Regarding ATM Receipt Message: Please note that if you have an overdraft line of credit or sweep account, this amount will not be included in your available balance; however these funds will still be available to make purchase or ATM withdrawals. If you access your line of credit when making a purchase or ATM withdrawal, you will be subject to the terms and conditions (including fees and interest) noted in your agreement.

#### **CURRENCY CONVERSION AND INTERNATIONAL TRANSACTIONS**

- **(a) Visa® Debit card customers** For ATM and point-of-sale (merchant) transactions using Visa network. When you use your Check Card and HSA Check Card for this type of transaction and it settles in a currency other than US Dollars, the charge will be converted into the US Dollar amount. The currency conversion rate used to determine the transaction amount in US Dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. Visa USA charges us a .8% International Service Assessment on all international transactions if there is no currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. As a result, we will charge you a .8% international transaction fee on all international transactions if there is no currency conversion. If there is a currency conversion, we will charge you an international transaction fee of 1% of the transaction. An international transaction is a transaction where the country of the merchant is outside the USA.
- For ATM transactions using Cirrus network. When you use your Check Card and HSA Check Card for this type of transaction and it settles in a currency other than US Dollars, MasterCard/Cirrus will

convert the charge into a US Dollar amount. The MasterCard/Cirrus currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard/Cirrus. The exchange rate MasterCard/Cirrus uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account. MasterCard/Cirrus charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, MasterCard/Cirrus charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we will charge you a currency conversion fee of .2% of the transaction if there is a currency conversion and a cross-border transaction fee of .9% of the transaction. The cross-border transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the MasterCard Debit Switch in which the country of the merchant is different than the country of the cardholder.

**(b) MasterCard® Debit card customers**

If you effect a transaction with your MasterCard® Debit Card in a currency other than US Dollars, MasterCard will convert the charge into a US Dollar amount. The MasterCard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The exchange rate MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account. MasterCard charges a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, MasterCard charges an Issuer Cross-Border Transaction fee of .9%. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the MasterCard Debit Switch in which the country of the merchant is different than the country of the cardholder.

## THE FOLLOWING APPLIES TO CONSUMER ACCOUNTS ONLY

### **I. MOBILE BANKING TERMS AND CONDITIONS**

This Agreement is an Addendum to the MidWestOne Bank Personal Online Banking Terms and Conditions. Thank you for using the Mobile Banking Services ("Services") and any related Software ("Software") provided by MidWestOne Bank ("Financial Institution") combined with your handheld's text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and bill pay services of which the Service is a part. Financial Institution in its discretion may modify these Terms and Conditions at any time. Standard messaging charges apply.

#### **Terms and Conditions:**

a. **Program:** Financial Institution offers their customers mobile access to their account Information (e.g., for checking balances and last transactions) over the Short Message Service (SMS), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship with Financial Institution as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.

b. **Questions:** You can contact us at <https://www.midwestone.com> or 1-800-247-4418, or send a text message with the word "HELP" to this number: 99588. We can answer any questions you have about the program.

c. **To Stop the program:** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 99588. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

d. **Terms & Conditions:** By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

e. The Services and/or Software may not be available at any time for any reason outside of the reasonable control of Financial Institution or any service provider.

**Privacy and User Information.** You acknowledge that in connection with your use of the Services, Financial Institution and its affiliates and service providers, including Fiserv, Inc. and its affiliates, 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 or Software (collectively "User Information"). The Financial Institution and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by

law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Financial Institution and its affiliates and service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

**Restrictions on Use.** You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used 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 agree that you will not use the Services and Software 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 determined by Financial Institution (in its 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 the reputation of Financial Institution or any third-party service provider involved in the provision of the Services; or (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 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 Financial Institution, any third-party service provider involved in providing the Services, 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 Fiserv or any third party. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.maps.google.com/help/legal\\_notices\\_maps.html](http://www.maps.google.com/help/legal_notices_maps.html), or other URLs as may be updated by Google.

**Touch ID™ for Mobile Banking.** Touch ID is an optional fingerprint sign-in method for Financial Institution Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at [apple.com/support](http://apple.com/support)). Fingerprints are stored on your device only and Financial Institution never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Financial Institution Mobile Banking. Financial Institution reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your password. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the Services menu within Financial Institution Mobile Banking.

Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for Financial Institution Mobile Banking is only available on compatible iOS devices.

**Card Controls Additional Terms.** The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by Financial Institution that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact Financial Institution to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
4. Card Controls may enable access to Financial Institution and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent this Mobile Banking App allows you to access third party services, Financial Institution, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME

STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.

7. **Limitation of Liability.** YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

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

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts. 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 MidWestOne Bank Mobile Banking. Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. MidWestOne Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide Alerts through one or more channels (“EndPoints”): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your MidWestOne Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device’s number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop Alerts via text message, text "STOP" to 99588 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in MidWestOne Bank Online Banking and click the box next to your mobile number for the Alerts you’d like to receive again. For help with SMS text alerts, text “HELP” to 99588. In case of questions please contact customer service at 3193565800. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

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

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

Alerts will be able to view the contents of these messages.

**Your access to Personal Online Banking and Mobile Banking will expire due to inactivity if not accessed for a period of 180 days; the inactivity period for Bill Pay is set at 90 days.**

**THE FOLLOWING APPLIES TO CONSUMER ACCOUNTS ONLY**

**MOBILE DEPOSIT TERMS AND CONDITIONS**

This Agreement is an Addendum to the MidWestOne Bank Personal Online Banking and Mobile Banking Terms and Conditions. The following information represents the “Mobile Deposit Terms and Conditions” between you and MidWestOne Bank. Please read this entire document prior to using the Mobile Deposit service and retain a copy for your records.

**1. DEFINITIONS.**

In addition to the definition regarding “we”, “our”, and “us” meaning MidWestOne Bank and “you” or “your” meaning each accountholder or anyone else with the authority to deposit, withdraw, or exercise control over the funds in the Account(s), the following definitions apply:

- 1.1. **“Authorized User”** means you or your agent.
- 1.2. **“Account(s)”** means deposit accounts that you are an owner or authorized signer of a MidWestOne Bank account and meet the “Qualification” of this “Service”.
- 1.3. **“Banking Day”** means any day which we are open to conduct substantially all of our banking services, but shall not include Saturday, Sunday, or Federal holidays.
- 1.4. **“Capture Device”** means any device acceptable to us, that provides for the capture of images from original “Items” and for transmission through a clearing process.
- 1.5. **“Check”** means an original Check, as defined in Regulation CC (Reg CC) and “Check 21” and does not include an IRD/Substitute Check (see 1.10) or a “Remotely Created Check” (see 1.15).
- 1.6. **“Check 21”** means the Check Clearing for the 21st Century Act, as well as Subpart D of Federal Reserve Board Reg CC, and to the extent applicable, Subpart A.
- 1.7. **“Electronic Item”** means the electronic image created by your device.
- 1.8. **“Equipment”** means that to use Mobile Deposit, you must have a supported mobile device, such as a smartphone or tablet that is compatible with the Mobile Deposit App, with a camera and a supported operating system, have a data plan for your mobile device, and download the App to your mobile device. We do not guarantee that all mobile devices and operating systems are compatible with the Service.
- 1.9. **“Eligible Items”** shall mean only a scan and deposit of checks as that term is defined in Federal Reserve Reg CC. You agree that the image of the check transmitted to us shall be deemed an “Item” within the meaning of the Article 4 of the Uniform Commercial Code as adopted in Iowa. You agree that you will not use the Service to scan and deposit any checks or other items shown below in Section 1.12, “Ineligible Item”.
- 1.10. **“IRD” or “Image Replacement Document”** means (a) a Substitute Check as defined in Check 21; or (b) the paper reproduction that will be created when an “Item” cannot be converted to an electronic e\transaction.
- 1.11. **“Item”** means a Check, cashier’s check, official check, U.S. Treasury check, or any other payment instrument drawn on or payable through an Office of a United States financial institution from a Payor to you, in addition to other required information as specified by us; it is understood that you will only be transmitting electronic images of the front and back of “Items” and not any paper “Items”. In order for an “Item” to be processed for deposit, it must be endorsed in the proper location on the back of the “Item”. All “Items” must be payable in U.S. Dollars.

- 1.12. **“Ineligible Item”** means:
- Checks or items payable to any person or entity other than an authorized signer on the specified account;
  - Checks or items containing obvious alteration to any of the fields on the front of the check or item, 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 or item is drawn, and that all signatures are authentic and authorized;
  - Checks or items previously converted to a “Substitute Check or IRD”, as defined in Reg CC;
  - Checks or items drawn on a financial institution located outside the United States;
  - Checks or items that are “Remotely Created Checks”, as defined in Reg CC;
  - Checks or items not payable in United States currency;
  - Checks or items dated more than six (6) months prior to the date of deposit or postdated;
  - Money orders or Savings bonds.
- 1.13. **“Payor”** means consumers or businesses that make payments to you by means of “Items”.
- 1.14. **“Qualification”** means to enroll in Mobile Deposit. You must be an owner or authorized signer of an “Account” that is in good standing, enrolled in Personal Online Banking, and eligible for this service. See Section 2.9 for Qualifications.
- 1.15. **“Remotely Created Check”** means a check is not created by the paying bank and does not bear the signature applied, or purported to be applied, by the person on who’s “Account” the check is drawn.
- 1.16. **“Service”** means the Mobile Deposit Service and applicable support services provided by us, including electronic check conversion and image archive systems that allow the use of a “Capture Device” to obtain and transmit the front and back images of “Items” and accompanying transaction data for the purpose of delivery to us for clearing as an “IRD”. This Service allows you to use an approved mobile device to create an “Electronic Item” of the front and back of certain checks that you wish to deposit to your “Account” through Mobile Deposit. These images are transmitted to us for review and processing in accordance with this Agreement. You may transmit deposits to us only from a mobile capture device located in the United States.
- 1.17. **“Service Start Date”** means the date that the Service is first available to you.
- 1.18. **“Technology”** means our or our subcontractor’s deposit capture applications and processes designed to facilitate the electronic clearing of “Items”. Said applications are accessed through “Capture Devices”, utilizing software and hardware provided by or acceptable to us, and are proprietary access points to payment processing networks and systems used to complete the clearing of “Items”. Technology may include but is not limited to service support, reports, software, software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof developed or provided by us or our subcontractors and used in the provision of Services hereunder.
- 1.19. **“Term”** and **“Termination”** shall mean the term of this Agreement beginning when you use Mobile Deposit and shall continue for so long as you or your device continues to use the service. We may at any time terminate your use of Mobile Deposit. See Section 7, Termination.

## 2. **YOUR OBLIGATIONS.**

- 2.1. **Accepting this Agreement.** Clicking “Accept” at enrollment constitutes your acceptance of the Personal Online Banking Terms and Conditions and this Addendum. You acknowledge that you have read this Addendum and will retain a copy for your records. You agree to use Mobile Deposit solely as provided in this Addendum and the applicable online instructions.
- 2.2. **Hardware and Software Requirements.** In order to utilize the Service, you must be registered for MidWestOne Bank Mobile Banking, have the MidWestOne Bank downloadable application installed on the Capture Device, and the Capture Device should have at least two mega-pixels in resolution. Image quality of the Items must comply with requirements as established by us or applicable law and regulatory agencies. The MidWestOne Bank downloadable application is available for supported iPhone®, iPad®, iPad Mini®, and Android® devices.

In order to use the Service, you must obtain and maintain, at your expense compatible software and hardware as specified by us from time to time. We are not responsible for any third party software you may need to use the Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at the time of download and installation.

- 2.3 **Your Responsibilities.** You authorize us to convert Items to IRDs or transmit as an image and further authorize us or any other financial institution to which an Item is sent for processing. You agree to, at your sole expense:

- Provide connectivity between the Capture Device and the Technology (such as data plan from a mobile cell phone carrier);
- Maintain the Capture Device in accordance with the instructions provided by us, our subcontractors and/or any other Capture Device provider;
- Utilize our software to scan, load, and format Items as needed for transmission to us prior to the communicated cut-off-time;
- Adhere to the agreed upon security procedures in the MidWestOne Bank Personal Online Banking and Mobile Banking Terms and Conditions.

- 2.4. **Security.** You are solely responsible for the security of your Capture Device you own to use to access the Service. We expressly disclaim any responsibility for the security of hardware, software, wireless communication networks or any equipment, facilities or communication channels we do not own or control. Failure to properly secure your mobile device and security credentials may allow an unauthorized party to access the Service and transmit an Electronic Item for deposit. Any use of the Service through your security credentials will be deemed to be authorized by you and binding upon you. You assume the entire risk for fraudulent or unauthorized use of your security credentials. Additionally,

- You agree to contact us immediately if you become aware of any loss, theft, or unauthorized use of the Service or your security credentials.
- You are responsible to review all statements in a timely manner and report in writing any irregularities to the Bank at once.
- You will securely retain original paper checks for a minimum of five (5) Banking days and a maximum of fourteen (14) Banking days after transmission and acceptance.
- You will securely destroy any original paper check after the retention period noted above.

- 2.5. **Charges or Fees.** We do not currently charge a fee for the Service. We may, upon thirty (30) days advance notice to you, charge a fee for the use of the Service. If an Item you transmit for deposit is dishonored, rejected or otherwise returned unpaid you agree that we may charge back the amount of the return to your account the item was originally deposited to and you will be assessed a fee in the amount shown on our current Consumer Service Fee Schedule for a returned deposit item.

- 2.6. **Handling of Transmitted Items.** You shall be responsible for retaining each original Item in a safe and secure environment in accordance with applicable laws for a minimum of five (5) Banking Days and a maximum of fourteen (14) Banking Days after transmittal to us and receipt of a confirmation from us. You shall ensure Items are not deposited a second time. At the end of the defined retention period you shall shred or otherwise destroy the original Items. You will provide any retained original Item to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any Item, or as we otherwise deem necessary within five (5) Banking Days. We reserve the right to verify your compliance with these requirements by audit.
- 2.7. **Destruction of Original Check.** Upon expiration of the minimum retention of five (5) Banking days and confirmation that you received full credit the check deposited, you must destroy the check by shredding or other means, or clearly mark "VOID" or "Electronically Deposited" on the front and back of the check. This prevents the check from being presented for deposit another time. You agree never to re-present to us or any other party a check or Item that has been deposited through the Service. You will be liable for Items that are presented and/or deposited more than once.
- 2.8. **Error Resolution.** All deposits made through the Service shall be deemed to be correct unless you notify us of any errors to deposits within sixty (60) days after the applicable account statement is mailed or otherwise provided to you. You agree to notify us of any errors to your deposit account within the above mentioned time frame.
- 2.9. **Qualifications.** You must meet the following qualifications to use this Service:
  - You are currently enrolled in MidWestOne Bank Personal Online Banking & Mobile Banking
  - You have an eligible personal checking or savings account
  - You must be an owner or designated signer
  - All of your deposit accounts with us are in good standing

We reserve the right to change these qualifications in the future upon notice provided to you. If you fail to maintain these qualifications after initial enrollment in the Service, we reserve the right to terminate your access to the Service.

### **3. WITHDRAWAL OF ACCESS/SUSPENSION OF SERVICE.**

- 3.1. We reserve the right to deny, suspend or revoke access to the Service immediately, in whole or in part, in our sole discretion, without notice, if we believe any Authorized User is in breach of this Agreement or is otherwise using or accessing the Service inconsistent with the terms and conditions hereof. Further, we or our subcontractor shall have the right to suspend the Service immediately in the event of an emergency or in the event of force majeure.

### **4. PAYMENT PROCESSING.**

- 4.1. **IRD Processing.** Items may be transmitted for electronic processing by other banks or converted to IRDs and transmitted to a printing facility for printing and clearing through traditional paper processing channels, at our sole discretion. The IRDs will be created in accordance with Check 21; alternatively, we may process Items as photocopies in lieu of originals, under guidelines established in accordance with applicable industry standards. Items that fail to satisfy the warranties made to us by you, that fail to meet our requirements or those of Check 21, or that are otherwise not able to be processed may be charged back to your Account(s) and/or returned to you. You agree to be bound by any applicable laws, rules and regulations to which we are a party.
- 4.2. **Processing of Items.** Images of Items transmitted by you are not considered received by us until you have received an electronic confirmation of the receipt of the deposit from us. However, receipt of the confirmation from us does not mean that the transmission was error free or

complete. We reserve the right to review all deposited Items prior to accepting the Items for processing. We may reject or refuse Items according to our sole discretion. Items transmitted by you and received and accepted by us or our subcontractors by 6:00 PM Central Standard Time (CST) on a Banking Day, Monday through Friday, and on Christmas Eve Day and New Year's Eve Day, by 12:30 PM CST shall be credited to the applicable account the following Banking Day. Items received and accepted by us after 6:00 PM CST on any Banking Day or Christmas Eve Day and New Year's Eve Day, by 12:30 PM CST shall be credited to your applicable account on the second successive Banking Day. You understand and agree funds from Items deposited under the terms of this Agreement are not subject to our funds availability policy and will generally be available after processing and once funds are received. We reserve the right to postpone or delay the availability of funds from Items deposited at our sole discretion. We will notify you at the latest email address or mobile number we have on file (by text message, message and data rates apply) if availability of the funds from Items deposited is postponed or delayed.

We will process all transactions received during the hours established, except when prevented from doing so due to equipment or electrical failures or any other condition beyond the reasonable control of the Bank. If Mobile Deposit is not functioning you will need to make your deposit at a banking office.

- 4.3. **Availability of Funds.** You agree that items transmitted using the Service are not subject to the MidWestOne Bank Funds Availability policy. We reserve the right to hold funds from deposits submitted using the Service until final collection. We may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transactions and experience information, and such other factors as we, in our sole discretion, deem relevant. Our making funds available prior to final collection is not a guarantee that the item will be paid. You understand and agree that you will be responsible for restoring any negative balance that results from lawful return of any deposited item by the paying institution.
- 4.4. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time. The Service has a daily limit of \$2,000.00 per Item and \$2,000.00 per Banking Day.
- 4.5. **Receipt of Items.** We reserve the right to reject any item transmitted through the Service, 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 a confirmation from us that we have received the image. Receipt of such confirmation does not mean the transaction was error free or complete.
- 4.6. **Reject Deposits.** We reserve the right to reject or refuse any Items or group of Items that exceed our pre- defined limits of \$2,000.00 per Item and \$2,000.00 per Banking Day for the Service. We also reserve the right to refuse or reject any Item that we determine, at our sole discretion, may be invalid or returned to us if allowed to process. We will notify you at the latest e-mail address or mobile number we have on file (by text message, message and data rates apply) if availability of the funds from Items deposited is rejected, refused, postponed or delayed.
- 4.7. **Exception Items.** Each Banking Day we will use commercially reasonable efforts to review each Electronic Item and to reject any that we determine to be ineligible for deposit through Mobile Deposit. We will notify you of each exception item by telephone or at the latest email address or mobile number we have on file (by text message, message and data rates apply) (at our discretion. If you wish to attempt to deposit an exception items to your account you shall do so only by depositing the original check or as otherwise agreed between us. Even if we do not initially identify an exception item when we review and process the electronic item, it may nevertheless be returned to us because, among other reasons, the paying bank determines that

it is ineligible or is missing an image. Our failure to identify an exception item shall not preclude or limit your obligation to the Bank under Section 2, Your Obligations, and Section 5, Warranties and Disclaimers, of this Agreement.

- 4.8. **Your Liability.** You shall be solely responsible if any Item for which you have been given provisional credit is subject to return or reversal. You acknowledge that all credits to your Account for Items deposited through the Service are provisional, subject to verification and final settlement. Any dishonored Items will be returned as an image of the original or a substitute check as the charged-back Item.
- 4.9. **Limitations of Service.** When using the Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. The Service has qualification requirements, and we reserve the right to change the qualifications at any time with prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

## **5. WARRANTIES AND DISCLAIMERS.**

- 5.1. **Your Warranty.** You represent and warrant to us:
- A. You have the authority to enter into this agreement and perform its obligations hereunder and all information supplied by you to us is accurate and true;
  - B. You will provide all reasonable assistance to us and our subcontractors in providing the Service set forth herein;
  - C. Authorized Users will only use the Service for lawful purposes and in compliance with all applicable rules and regulations and with our reasonable instructions, rules, policies, specifications, terms and conditions, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party;
  - D. You will only transmit acceptable eligible Items for deposit and will handle the original Items following transmission to us as agreed;
  - E. Each Item you deposit is payable to you
  - F. The Items have not been altered;
  - G. Each Item bears all applicable endorsements in a format as directed by us;
  - H. All the warranties set forth in and subject to applicable laws and regulatory agencies;
  - I. (1) The electronic image portion of each Item accurately and legibly represents all of the information on the front and back of the original Item as of the time the Item was deposited, (2) The information portion of the Item contains a record of all applicable MICR-line information required for a substitute check, and (3) The Item conforms to the technical standards for an electronic Item as specified by us from time to time;
  - J. You will submit an accurate and clear image of the front and back of each Item to us only one time. You will not submit any duplicate items, or previously deposited items unless you have been notified by us it is okay to do so.
  - K. As an owner or authorized signer you will verify the accuracy of information before transmitting to us.
- 5.2. **Our Warranty.** We warrant that we have the authority to enter into this Agreement and perform its obligations.
- 5.3. **Disclaimer.** Mobile Deposit is provided as an “as is” and “as available” basis. Except as set forth above in Section 5.2, we and our subcontractors make no representations or warranties, whether express, implied or statutory regarding or relating to any of the technology or services and/or access to or use of the services or technology provided to you hereunder. We and our subcontractors also do not guarantee that your access to the services provided under this

Agreement will be uninterrupted, error free or secure. We and our subcontractors also do not guarantee the accuracy of, and specifically disclaim liability for, information or data that is supplied or key-entered by you or your agents. We and our subcontractors do not warrant the accuracy, reliability, completeness or timeliness of the content of internet websites or other data received by you or Payors via the Internet. There are certain security, information corruption, transmission error, and access availability risks associated with using open networks such as the Internet and/or telecommunication lines or circuits. You hereby assume all such risk associated with the use of Mobile Deposit.

- 5.4. **Third Party Beneficiary.** You agree that our Third Party Service Providers, including Fiserv Solutions, Inc., may rely upon the provisions of the Agreement, including its disclaimer of warranties and any limitations of liability that such Third Party Service Providers are, for the purpose of this Agreement, third party beneficiaries to the Agreement with the power to enforce this Agreement.

## **6. LIMITATION OF LIABILITY/INDEMNIFICATION.**

- 6.1. **Limitation of Liability.** Notwithstanding anything to the contrary herein, in no event will our liability under this Agreement for any damages of any kind exceed an amount equal to the amount of Items received by us from you for the Service during the month preceding the date on which the claim first occurred. We shall not be liable for any special, indirect or consequential damages, even if it has been advised of the possibility of these damages.
- 6.2. **Indemnification.** In addition to our indemnification obligations in this Agreement, and except for losses or expenses attributable to our own lack of good faith or failure to exercise ordinary care, you agree to indemnify and hold us harmless and all of our past, present, and future officers, directors, employees, agents, shareholders, attorneys and affiliates from all claims, demands, judgments, orders, liabilities, losses, actions, causes of actions, and for any loss or expense sustained (including interest, costs, attorney's fees and expenses of litigation) resulting from (i) your lack of authority to make the warranty in subsection 5.1 (E); (ii) any action taken or not taken by us within the scope of our authority in handling an Item; (iii) any warranty required to be made by us with respect to an Item under applicable law or regulation; and (iv) breach of the warranties in subsections 5.1(A) through 5.1(K) relating in any way to this Agreement, and any access to or use of Mobile Deposit.

## **7. TERMINATION.**

- 7.1. **Termination.** In addition to the denial, suspension, revocation and termination provisions in this Agreement, we may immediately terminate the Service or any portion of the Service if we determine that such Service or portion of any Service is in violation of any law or regulation, or in our sole discretion and without notice, decide to cease providing this Service. We reserve the right to terminate or to discontinue support of any software or equipment without written notice. We reserve the right to terminate your use of Personal Online Banking and/or Mobile Banking at any time.
- You may terminate this agreement and any service provided hereunder at any time upon giving at least ten (10) Banking Days prior written notice of termination to us. Once we have acted upon your termination notice, you will make no further deposits through the Service into your Accounts. Any termination will not affect any obligations arising prior to termination, such as the

obligation to process any Items that were processed or in the process of being transmitted or collected prior to the termination date, or any returns of the same.

**8. AMENDING THIS AGREEMENT.**

8.1. The Bank may change, amend, or otherwise revise this Agreement at any time.

**9. ENTIRE AGREEMENT; CONFLICTING TERMS.**

9.1. This Addendum forms part of and is incorporated by reference in the Personal Online Banking and Mobile Banking Terms and Conditions. Except as amended by this Addendum, the aforementioned Terms and Conditions remain in full force and effect. In the event of any conflict between this Addendum and the Personal Online Banking and Mobile Banking Terms and Conditions, the Addendum shall govern with respect to Mobile Deposit.