

Richland State Bank Internet Banking Services Agreement

Personal Enrollment Form Agreement.

This Internet Banking Agreement (“Agreement”) explains the terms and conditions governing access to the Internet Banking Services (“Services”) offered by Richland State Bank. By using the Services offered by Richland State Bank, you are agreeing to the terms of this Agreement. The terms “we,” “us,” “our,” and “Bank” refer to Richland State Bank. The terms “you” and “your” refer to each person listed on your existing Bank account(s) as indicated on your existing agreements with the Bank. This Agreement is in addition to the other agreements between you and the Bank. If there is a conflict between the Agreement and any initial disclosures you received when you opened your account(s), this Agreement will control.

Acceptance.

WHEN YOU ACCESS ANY OF YOUR ACCOUNTS FOR THE FIRST TIME THROUGH THE USE OF ONE OR MORE OF THE INTERNET BANKING SERVICES DESCRIBED BELOW, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT UNDERSTAND ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, PLEASE CONTACT THE BANK PRIOR TO USING THE SERVICES.

Access to the Services.

You must have one or more eligible Bank accounts, an Internet Banking User ID and a Password. In addition, you must have adequate software to utilize Internet Banking. (Also see Computer Hardware and Software)

Eligible Accounts.

Accounts you can access through the Services:

Checking
Savings
Money Market Accounts
Certificates of Deposit (CDs)
Individual Retirement Accounts (IRAs)
Loans

As a condition of using the Services, you agree that you will properly maintain any account you have with the Bank, to comply with all the rules and agreements governing the account(s), and pay any fees associated with the use or maintenance of the account(s).

Ineligible Accounts.

Any accounts for which you are only an authorized signer, but have no ownership rights will not be accessible. Accounts that require two or more signatures are not eligible for transfers of funds. You cannot transfer funds from an account that has a hold on deposits until the hold expires or is deleted by the Bank.

User Identification (ID) and Password.

Your Internet Banking User ID will give you access to your bank account(s) through the Internet Banking Service. You will receive an initial User ID and password from the Bank. When you first log in, you will be required to change both. Your letter from the Bank will explain in further detail. Upon establishing a new User ID and Password, you agree to:

- a. Not disclose your User ID and Password or otherwise make it available to anyone else;
- b. Use your User ID and Password as instructed in the account disclosure;
- c. Immediately notify us of any loss or theft of your User ID and Password; and
- d. Be liable for your User ID and Password and for its authorized use and for its unauthorized use as described in this Agreement.

The User ID can be changed through the Service from the Account Management screen. We recommend that you change your User ID regularly. For security purposes, it is recommended that you memorize the User ID and Password and do not write them down.

Available Services.

On eligible accounts, you can view balances, view transaction history, and transfer funds between accounts including loan payments from your deposit account. The number of transfers from a savings account and money market account is limited as described in the applicable Terms and Conditions disclosure given you at account opening. You cannot transfer funds from an account that has a hold on deposits until the hold expires or is deleted by the Bank. Inquiry and viewing account transaction history does not replace your receipt of a regular statement.

Liability for Unauthorized Use.

Tell us AT ONCE if you believe your Password has been lost or stolen. Telephone us at (605) 627-5671 to report this loss and keep your potential losses to a minimum. You could lose all the money in your account plus your maximum overdraft line of credit, if you have one. If you tell us within two (2) business days of the loss or theft of your Password, you will lose no more than \$50 if someone used your Password without your permission. If you do NOT tell us within two (2) business days, you can lose no more than \$50 if someone used your Password without your permission. If you do NOT tell us within two (2) business days of the loss or theft of your Password, and we can prove that we could have stopped someone from using your Password without your permission if you had notified us, you could lose as much as \$500. Also, if the account statement shows any electronic transfer you did not make, report

them to the Bank at once. If you do not tell the Bank within 60 days after the statement was mailed to you, you may lose all of the money transferred after the 60 days if the Bank can prove that it could have prevented the loss had you reported it promptly. The Bank may extend the time periods for a good reason, such as a long trip or hospital stay, which might keep you from notifying the Bank.

Authority.

You warrant to the Bank that you have full and complete authority to enter into this Agreement. Any person authorized to sign on an account is also deemed to be authorized to conduct any transaction related to that account. Unless you notify us as provided in this Agreement, you acknowledge that we are entitled to rely on the use of your User ID and Password as your authorization for any transaction through the Internet Banking Services. You are responsible for all transactions you initiate or authorize using the Services. Each Authorized Person may act alone. If the Bank receives conflicting instructions, the Bank may act on one, both or none of the instructions. If you permit any other person to use the Services or your User ID and Password, you will have authorized that person to access your accounts and you are responsible for any transaction that person initiates or authorizes from your accounts.

Computer Hardware and Software.

In an effort to provide the highest degree of confidentiality and security, the Bank requires use of browsers that provide encryption using a 128-bit key. This means that to access the Internet Banking Services, you must have an Internet service provider, an Internet browser software program (Internet Explorer Version 5.0 & higher, or Netscape Version 4.7 & higher). You agree that this procedure constitutes a commercially reasonable method of providing security against unauthorized instructions. You agree to be bound by any instruction issued by you and received and verified by the Bank in accordance with such security procedure. In addition, you indemnify and hold the Bank harmless from and against any loss suffered or liability incurred by, or arising from the execution of instructions in good faith and in compliance with such security procedure.

You agree the Bank is not responsible for any electronic virus that you may encounter using the Internet Banking Services. You are responsible for maintaining reliable virus protection and spy detection products to detect and remove any viruses or other malicious files found.

Access Business Days and Hours.

You can usually access your Bank accounts through Internet Banking Services at our website www.richlandstate.org seven days a week, 24 hours a day. However, at certain times, some or all of the services may not be available due to system maintenance or reasons beyond the Bank's control. The Bank specifically does not warrant that the Services will be available at all times. During these times, when the Services are not available, you may stop in at the Bank office to conduct your transactions during regular business hours.

Transfers and payments initiated through Internet Banking Services before 2:00 PM (Central Time) on a business day are posted to your account the same day. Transfers and payments completed after 2:00 PM (Central Time) on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day. Our business days are Monday through Friday, except for banking holidays. "Banking Holidays" shall mean all federal banking holidays.

Email.

When you log onto Richland State Bank's Internet Banking Services, email is not available to you. Email transmissions are not secure. Because of this, you should not include confidential information, such as account numbers, balances, etc. in your email. The bank is specifically not liable for any errors, omissions, claims or problems of any kind involving your email. You cannot use email to initiate transactions on your account (s). For banking transactions, please use the appropriate functions within the Internet Banking Services.

Bank's Responsibility.

We, or a third party acting as our agent, are responsible for completing funds transfers on time according to your properly entered and transmitted instructions. However, 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 money in your account is subject to legal process or other claim restricting such transfer.

If the transfer would go over the credit limit on your overdraft line.

If your account has been closed or if it has been frozen.

If you, or anyone you allow, commits any fraud or violates any law or regulation.

If any electronic terminal, telecommunication device or any part of the electronic fund transfers system is not working properly.

If you have not followed the instructions for using Internet Banking Services.

If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.

There may be other exceptions in our Agreement with you.

Exclusion of Warranties and Limitation of Liability. THE BANK PROVIDES SERVICES "AS IS" AND "AS AVAILABLE." THE BANK HAS NOT MADE, AND DOES NOT MAKE, AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS, OR NON-INFRINGEMENT FOR ANY PARTICULAR PURPOSE. YOU EXPRESSLY AGREE THAT USE OF THE INTERNET BANKING SERVICES IS AT YOUR SOLE RISK.

At certain times, Services may not be available due to system maintenance or circumstances beyond the Bank's control. The Bank will

not be liable for failure to provide access or for interruptions in access to the Services due to a system failure, other unforeseen acts or circumstances or a malfunction of Bank's or your computer equipment or any system utilized including the browser, internet service provider or other software. NEITHER THE BANK NOR ANYONE ELSE INVOLVED WITH THE CREATION, DISTRIBUTION, PRODUCTION OR DELIVERY OF SERVICES AVAILABLE ON THE INTERNET BANKING SERVICES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, OR PUNITIVE DAMAGES YOU SUFFER. This includes loss of use, data or profits, whether or not advised of the possibility of damage and on any theory of liability resulting from delays, non-deliveries, misdeliveries or service interruptions. You agree to indemnify and hold harmless the Bank, its directors, officers, employees and agents from any claims resulting from your use of the Services, which causes damage to you or another party. Use of any information obtained through the Internet Banking Services is at your own risk.

Applicable Rules, Laws, and Regulations.

This agreement shall be governed by, and you agree to comply with, the laws and regulations of the State of South Dakota and applicable Federal laws and regulations. In addition, you agree to be bound by and will comply with the terms of this Agreement, requirements of the applicable Terms and Conditions of your account, the Bank's rules and regulations, and the rules and regulations of any funds transfer system to which the Bank belongs. Any dispute between the Bank and you must be brought in the relevant South Dakota court in the county where the Bank is located.

Amendments.

These laws and regulations, as well as the terms of the Agreement, may change from time to time without notice to you unless required by law. Your continued use of the Services following receipt of the Agreement or notice of a change is considered acceptance of the Agreement or change. If there is a conflict between the Agreement and any initial disclosures you received when you opened your account(s), this Agreement will control.

Successors and Assigns.

This Agreement is binding upon and is for the benefit of the Bank and you and their respective successors and assigns. Bank may, at any time, assign this Agreement to any affiliate, subsidiary, parent, any company owned or controlled by any affiliate, subsidiary or parent company or any entity who acquires substantially all of the business of the Bank. Otherwise, the Bank and you may not assign this Agreement to any other person without the written agreement of the other party.

Affiliates or Third Parties.

You authorize the Bank to disclose to third parties information you have provided or that we have obtained about your accounts and the transfers you make:

1. to complete transfers as necessary;
2. to verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
3. to comply with government agency or court orders; or if you give us your written permission.

Severability.

Any invalidity, in whole or on part, of any provision of this Agreement shall not affect the validity of any other provision.

Waiver.

Bank may waive any term or provision in this Agreement from time to time at any point but said waiver shall not be deemed a future waiver of the same or of different terms or provisions.

Questions or Error Resolution on On-Line Banking

1. In case of questions or errors about on-line funds transfers through Internet Banking involving a bank account, you should call the Bank (605) 627-5671.
2. Write the Bank as soon as you identify any errors or discrepancies in your statement or transactions record, or if you need more information about a transaction listed on the statement or transaction record. Write to Richland State Bank , 602 First Street, PO Box 338, Bruce, SD 57220.

We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared. If you notify us orally, we may require that you send us your complaint or questions in writing within ten (10) business days.

When you tell us about the problem, please:

Tell us your name and account number (do not send your account number by email).

Describe the error or the transaction you are unsure about and explain why you believe it is in error or why you need more information.

Tell us the dollar amount of any suspected error.

We will determine whether an error occurred, within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days 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 ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was

made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Termination.

The Bank reserves the right to terminate this Agreement and your access to Internet Banking Services in whole or in part, at any time, without prior notice. Reasons may include, but are not limited to, insufficient funds in any of your accounts, inactivity, failure to make timely payment of fees, or marital separation or divorce involving joint accountholders. Termination will not affect your liability or obligations under this Agreement for transactions that the Bank has processed on your behalf.

Acceptance.

By acceptance of this agreement, you are agreeing to these Terms and Conditions and giving us permission to set up Services for you as an Internet Banking customer. You are also consenting to receiving the Internet Banking Agreement electronically for Richland State Bank. Please feel free to print your own copy. Printed copies are also available from bank personnel by stopping at the Bank or calling the Bank.

Richland State Bank

P.O. Box 338
602 First Street
Bruce, SD 57220

Phone: 605.627.5671

Fax: 605.627.5264

Email: richland@richlandstate.com

Further, if your email address changes, you agree to update this information with Bank personnel as soon as possible by submitting a maintenance request.

Member FDIC *** Equal Housing Lender