Security First Bank (BANK) provides you with the opportunity to electronically receive required disclosures associated with your Bank accounts. These disclosures include: your monthly/periodic account statement, e-mail alerts, notice of change in terms and conditions, new account agreements, fee notifications, account notifications and any disclosures required now or in the future by applicable regulation. In order to receive information and disclosures in an electronic format from the BANK, you must be an Online Banking user and have a functional user name and password.

#### Please read this Customer Agreement carefully and print or retain a copy for your records.

**Requirements:** You must also maintain the following minimum computer hardware and software requirements:

- Computer with Windows 98, Windows 2000, Windows ME, Windows XP, Windows NT, Apple OS9
  or Apple OSX operating system.
- Microsoft Internet Explorer version 5.0 or higher or Netscape Communicator version 4.7 or higher with 128-bit encryption. Not all internet browsers are supported.
- Adobe Acrobat Reader 4.0 or higher.
- Broadband or highspeed internet connection (DSL, Cable, T-1, etc.) is highly recommended. A dial-up connection may be too slow to download statement files. Statement size is also a factor in determining download capability.

**Consent to Receive Electronic Disclosure:** In consideration of the services (SERVICES) to be provided by Security First Bank (BANK), the CUSTOMER agrees as follows:

- CUSTOMER hereby authorizes the BANK to send notice of the availability of disclosures described above, in lieu of a paper copy, in electronic format for all accounts designated in this agreement to be viewed through the BANK Online Banking Service or on the Bank's web-site.
- BANK will provide disclosures in a clear, conspicuous manner that CUSTOMER can print and/or store using the hardware and software specified within this Agreement.
- CUSTOMER understands their right to revoke this Agreement and thereby withdraw consent to communicate with the BANK electronically. In order to withdraw consent and terminate this Agreement, CUSTOMER must notify BANK, in writing, 30 days in advance of this decision at the following address: Security First Bank, 1540 Samco Road, Suite B, Rapid City, SD 57702. There are no fees associated with rescinding this agreement.
- CUSTOMER understands that BANK will not normally mail paper copies of the disclosure or account statements received electronically. To obtain a paper copy of any disclosure or e-statement, contact Security First Bank at 1.877.747.3139 Monday Friday 8:00 am to 5:00 pm MDT, write to the address above or use the 'Contact Us' section within the Online Banking Service. Research fees of \$25.00/hour (\$10.00 min.) may be billed to your account.
- CUSTOMER agrees to notify the BANK immediately if CUSTOMER is unable to access any of the information that has been delivered by the BANK in an electronic form or manner.
- CUSTOMER is responsible for maintaining an accurate e-mail address in which to receive e-mail notifications. CUSTOMER may be required to provide the BANK with signed, written notice if CUSTOMER e-mail address changes.
- Unless otherwise noted, the meaning of terms used in this agreement and in information incorporated herein shall be defined by the applicable provisions of the Nebraska Uniform Commercial Code.
- The laws of the State of Nebraska shall govern this Agreement and all transactions under this Agreement.

# BANK shall not be responsible or liable for:

- Consequential or incidental damage for negligent performance by BANK of its SERVICES.
- Delayed delivery, non-delivery, wrong delivery of an e-mail due to unpredictability of the Internet. Inaccurate content except at the originating time of the e-mail.
- Security associated with the information transmitted via e-mail.
- Damages arising from unauthorized access to SERVICES.
- Any costs associated with updating, modifying or terminating CUSTOMER'S software or hardware.

# Security First Bank Consumer Online Banking Information Sheet, Access Agreement and Disclosures

# Welcome to Online Banking with Security First.

This Online Banking Agreement and Disclosure (Agreement) discusses how you can use Online Banking (Service) to obtain information about your accounts, to transfer funds between your accounts, and to request certain other bank services. It also contains the terms and conditions governing the Service. This Agreement is a contract which establishes the rules which cover your electronic access to your accounts at Security First Bank ("Bank") through Security First Online ("System").

# By using Security First Online, you accept all the terms and conditions of this Agreement.

If you use Security First Online, you thereby indicate your consent to these terms. Please read and review it carefully, Security First Bank recommends you print this agreement for your records.

The terms and conditions of the deposit agreements and disclosures for each of your Security First Bank accounts as well as your other agreements with Security First Bank, such as loans, continue to apply notwithstanding anything to the contrary in the Agreement.

# **Users of Security First Online should always check the agreement for revision date** to ensure they have reviewed the most recent version of this agreement. Security First Bank may modify our terms and conditions for use of this site at any time.

This Agreement is also subject to applicable federal laws and the laws of the State of Nebraska (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Security First Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement, together with the Enrollment Form and Fee Schedule, constitutes the entire agreement between you and Security First Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

# Definitions

As used in this Agreement, the following words have the meanings given below.

- "We," "our," "us," and "Bank" mean Security First Bank, the depository institution that holds one or more accounts accessed by the Service.
- "You" and "your" refer to the accountholder authorized by Security First Bank to use the System under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through the System.
- "Account" or "accounts" means your accounts at Security First Bank.
- "Electronic funds transfers" means ATM withdrawals, Expressline telephone transfers, preauthorized transactions, point of sale transactions, and transfers to and from your Security First accounts using the System.
- "The System Services" means the services provided pursuant to this Agreement.
- "Business days" means Monday through Friday. Bank Holidays are not included.

# Security and Protecting Your Account

Security First Bank is strongly committed to protecting the security and confidentiality of our customer account information. Security First Bank uses state-of-the-art technology in the ongoing development of its Online Banking Service to ensure this security. We use several different methods to protect your account information:

- You can only access Online Banking with certain browsers that have a high security standard.
- You must have a valid Access I.D. and Password to sign in.
- Only one password per Access I.D. is allowed.
- If no action is taken for 15 minutes, you will be automatically logged off Online Banking.

# Your Responsibility:

You agree...

- Not to give out your identifying information such as your Online Banking password to any other person. The Bank may rely on your Access ID to identify you when providing banking services to you.
- Never to leave your account information displayed in an area accessible by others.
- Never to leave your PC unattended while using Online Banking.
- To always exit the System by clicking on "Log Off" in the upper left portion of the screen after using Online Banking.
- To notify Security First Bank at <u>(877)</u>747-3139 immediately if you suspect that your Access I.D. or Password has become known to any unauthorized person.

You understand the importance of your role in preventing misuse of your accounts through the System and you agree to promptly examine your paper statement for each of your Security First Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and access ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the System is encrypted in an effort to provide transmission security and the System utilizes identification technology to verify that the sender and receiver of the System transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Bank System, or e-mail transmitted to and from us, will not be monitored or read by others.

# **ONLINE ACCESS**

# Registration:

Security First Bank account customers can register in person at any bank location or online, by selecting the "Accept" button at the end of this Agreement, indicating your acceptance to these terms and conditions. To register online, you must provide the following:

- One of your Security First Bank account numbers (Checking, Savings, Loan or CD)
- Your Expressione Phone Banking PIN (EBB)

Note: If you don't have an Expressione Phone Banking PIN, please contact us at (877) 747-3139 (or your local institution at the About Us button). A Customer Service Representative will assist you in establishing your Access I.D.

Access ID: You will be prompted to select an Access I.D. during your first online session through our online registration process. Your Access I.D. and Password identify and authenticate you to Security First Bank when you use Online Banking. Access I.D. numbers may only be obtained by customers who have existing accounts with Security First Bank.

**Your Password:** For security purposes, you are required to change your password upon your initial login to Security First Online. You determine what access ID and password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to the System will be revoked. To re-establish your authorization to use the System, you must contact us to have your password reset or to obtain a new temporary password.

We recommend that you create a password using the following guidelines:

- Utilize both upper and lower case alpha and numeric characters for purposes of security
- Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

You can change your Password online at any time by selecting the Change Password option in our Options button. If necessary, passwords can also be reset by calling Online Banking Customer Service at (877) 747-3139. However, any password changed over the telephone will be "temporary" only, require an online reset at first use, and expire 30 days after issuance.

# **ONLINE BANKING E-MAIL COMMUNICATIONS**

In general, communications sent over the public Internet are not necessarily secure. Therefore, we will not send, and we strongly suggest that you do not send, any confidential account information. We will not respond to account information related questions sent via Internet e-mail.

Correspondence that requires expeditious handling – for example, if you need to report an unauthorized transaction from one of your accounts, or if you need to stop payment on a check you have issued, should be made by calling the Bank. The toll-free number for customer service for your local institution is available by going to the About Us button.

Unless you have instructed us otherwise, you agree that Security First Bank may send you electronic messages about other products or services we offer. You also agree that we may respond to any electronic message that you send us by electronic mail, such as responding to any claim of unauthorized electronic funds transfer. Any electronic message sent to you by the Bank shall be considered as if it were sent by U.S. Mail, postage prepaid, and shall be considered received within three days of the date sent by the Bank, regardless of whether you sign on to the Service within that time frame.

# SERVICE AVAILABILITY

Online Banking with Security First Bank is available 365 days a year. However, it is necessary to interrupt the Service on a scheduled basis to perform periodic System and account maintenance. We will attempt to schedule these maintenance periods at a time most convenient to our customers. The times may vary somewhat be geographic region due to different time zones. During these periods, customers are notified of the maintenance activities by an informational screen that is displayed when attempting to access Online Banking.

Security First Bank may, at our discretion, extend the maintenance periods outlined above as necessary to complete more extensive maintenance, System upgrades, or resolve Service problems.

# Fees and Charges

- Currently, there are no monthly or transaction fees for accessing Security First Online Banking through this System. Security First reserves the right to charge for online bill payment services when the function is added.
- Fees separately disclosed to you in connection with your account apply when using the System.

# The System

# **Posting of Transfers**

Transfers initiated through the System before 4:00 p.m. (MDT) on a business day are posted to your account the same day. Transfers completed after 4:00 p.m. (MDT) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. The System identifies transfers based upon the Access ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the View Postings screens in the Transfer menu options of the System will not reflect transfers made by multiple users from the same account if different Access IDs are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

# Overdrafts (Order or Payments, Transfers, and other Withdrawals)

If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- a) Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- b) Electronic fund transfers initiated through the System which would result in an overdraft of your account are not cancelled; overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.
- c) In the event the electronic fund transfers initiated through the System which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

# Limits on Amounts and Frequency of System Transactions:

The number of transfers from Bank accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

# **Disclosure of Account Information and Transfers**

You understand information about your accounts or the transfers you make may automatically be disclosed to others. 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. as described in our privacy policy disclosure, provided separately.

# **Periodic Statements:**

You will not receive a separate System statement. Transfers to and from your accounts using the System will appear on the respective periodic paper statements for your Bank accounts.

# Change in Terms:

We may change any term of this Agreement at any time. If the change would result in increased fees for any System service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give

you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer System. We will post any required notice of the change in terms on the Bank System web site or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic funds transfer System, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject System Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

# **Disclaimer of Warranty and Limitation of Liability:**

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the System Services provided to you under this Agreement. We do not and cannot warrant that the System will operation without errors or that any or all System Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise require by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason your use of or access to the System, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Security First Bank and its affiliates exceed the amounts paid by you for the services provided to you through the System.

# Your Right to Terminate:

You may cancel your System service at any time by providing us with written notice by postal mail or fax. You access to the System will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the day of cancellation.

# Our Right to Terminate:

You agree that we can terminate or limit your access to the System Services for any of the following reasons:

- Without prior notice, if you have insufficient funds in any one of your Bank accounts. The System service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- 2) Upon 3 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
- 3) Upon reasonable notice, for any other reason in our sole discretion.

# Communications between Security First Bank and You:

If you believe your password has been used without your permission or a transfer has been made using information from you check without your permission, you can communicate with us in any one of the following ways:

E-mail: You can <u>Contact Us</u> by e-mail. Please note that banking transactions through the System are not made via e-mail.

Telephone: You can contact your local branch during Business Hours or Online Customer Service on Monday thru Friday except Holidays from 8:00 AM to 5:00 PM MDT at (877) 747-3139.

Facsimile: You can contact us by fax at (605) 721-4198, attention Online Customer Service

Postal Mail: You can write to us at: Security First Bank Online Customer Service Representative 1540 Samco Road, Suite 103 Rapid City, SD 57702

In Person: You may visit us in person at any one of our locations. Find our locations online at <u>www.security1stbank.com/locations</u>.

Security First Bank disclosures are available on the bank's website <u>www.security1stbank.com</u>.

To view our Electronic Funds Transfer Act disclosure go to www.security1stbank.com/disclosure files/EFTPolicy.pdf.

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Member FDIC