

Important Disclaimer And Intellectual Property Notices. Please read and "approve" the disclaimer below.

BANKIOWA ONLINE ACCESS AGREEMENT - revised 1/2019

Agreement - This Agreement is a contract, which establishes the rules covering electronic access to your accounts at Banklowa through Banklowa's Online Banking Center ("SYSTEM"). By using the SYSTEM, you accept all the terms and conditions of this Agreement. Please read it carefully.

This Agreement is subject to applicable federal laws and the laws of the State of Iowa (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 (expressed 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 Banklowa'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 shall survive termination, cancellation or expiration of this Agreement. The terms and conditions of the deposit agreements and disclosures for each of your Banklowa accounts as well as your other agreements with Banklowa such as loan notes, ODFI Agreement and related modifications, annual ACH letters, Remote Deposit Capture Agreement, or annual Remote Deposit Capture letters, continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement, together with the Enrollment Form, Schedule of Fees, and Regulation E Disclosure for consumer accounts and before mentioned documents constitutes the entire agreement between you and Banklowa with respect to Banklowa's Online Banking. There are no understandings or agreements relative to Banklowa's Online Banking which are not fully expressed in this Agreement. Users that opt to enroll for subsequent services, such as eStatements, Bill Pay, and Mobile Banking will review and accept additional Terms at the time of enrollment in those services.

Definitions - As used in this Agreement, the words "we", "our", and "us" mean Banklowa. "You" and "your" refer to the account holder authorized by Banklowa to use the SYSTEM under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through the SYSTEM. "Account" or "accounts" means your accounts at Banklowa. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, and transfers to and from your Banklowa accounts using the SYSTEM including bill payments and external transfers. "SYSTEM Services" means the services provided pursuant to this Agreement. "Business days" indicate Monday through Friday that the bank is open for business. Federal holidays and weekends are not included. "Consumer" means a natural person.

Customer Device Standards - Banklowa encourages all online banking customers to use and maintain current versions of web browser, malware and anti-virus protection software on their devices.

SYSTEM Services - You can use the SYSTEM to check the balance of your Banklowa accounts, view an account's history starting from the date of enrollment, transfer funds between your Banklowa accounts and accounts held by you at other financial institutions, make stop payment requests, enroll for and view electronic statements, change your address, and pay bills from your Banklowa accounts in the amounts and on the dates you request. Note: An account's history will accumulate up to One year from enrollment, at which time only the most current year will be accessible.

As an additional service, Banklowa will notify you via electronic mail when you set account reminders called ALERTS using Banklowa's SYSTEM. You may also set personal reminders using the SYSTEM to be sent to your email address. However, you must remember that email messages are not encrypted for security. At times, Banklowa may also send you general notifications via email regarding your account. These messages will not contain confidential information, such as your account number or account balance.

Additional SYSTEM Services for Business Users – Business users may be approved to gain access to additional SYSTEM Services, collectively referred to as “Cash Management.” Cash Management includes all, or a combination of, the following features: EFTPS Tax Payments, Domestic Wire Transfers, Payroll, ACH Payments, ACH Receipts, Collections, and Send A File. Due to the increased risk for fraudulent use of these features, Banklowa requires a separate approval process, enhanced security and Corporate Account Takeover training, and an annual review for Cash Management users.

Security - Your Login ID and Password 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 SYSTEM, or email transmitted to and from us, will not be monitored or read by others.

Additional Security for Personal and Business Online Banking Users - The SYSTEM passes a cookie to the user's browser for identifying the device and user during the session. A cookie is security data that is given to a browser by a web server and is returned by the browser on subsequent transmissions to identify the device, user and encryption information. If the system is not able to locate the cookie at login, the user will be required to authenticate their login using a One-Time Pin (OTP). You establish how you will receive your OTP and can choose from one or more of the following ways: automated telephone call or SMS text.

Some areas of our Website may use a cookie that is temporarily stored in the visitor's device memory (RAM) to allow the web server to log the pages you use within the site and to know if you have visited the site before.

Your Password - For security purposes, you are required to change your password upon your initial login to the SYSTEM. You determine what 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 may contact Banklowa at 800-433-0285. Additionally, through your sign in page you may submit a self-service request by selecting the link - Forgot your password? - and your password will be changed to a temporary password. Your password that you create must utilize both alpha and numeric characters for purposes of security. Your password can also have a special character, but it is not required. 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. Your password must be at least eight characters long.

Access - To use the SYSTEM, you must own or be authorized on at least one account at Banklowa, access to Internet service, and an email address. You will have immediate access to your accounts when you automatically enroll yourself online. User also has the choice to sign an Enrollment Form at any Banklowa branch office. When this is done we will verify your account information and we will activate the Online Banking service, using the login ID and temporary password you specified on your Enrollment Form within 24 hours or the next business day, whichever is sooner. The SYSTEM can be used to access only the Banklowa accounts for which you are a primary or secondary owner and are of a natural relationship to you (meaning tied to your social security or tax identification number). We undertake no obligation to monitor transactions through the SYSTEM to determine that they are made on behalf of the account holder. If you desire to have access right to view or transfer for accounts for which you are an authorized signer and not an owner, these rights can be granted based on the authorization of one of the account owners. These accounts will have to be manually tied to an online banking user account by Banklowa. Please direct such a request to your Banklowa account manager.

Business Online Banking Supervisors - All Businesses requesting access to the SYSTEM must designate at least one Online Banking Supervisor. The Supervisor(s) will have Administrative rights to assign Non-Supervisor(s) rights and access within the SYSTEM. The Business accepts full responsibility for designation of Supervisor(s) and any action taken by or access granted to all users.

Posting of Transactions - Internal account-to-account transfers will be processed in real-time, same-day, if submitted prior to the nightly update (approximately 9:00pm central). Transactions (excluding internal account-to-account transfers) initiated through the SYSTEM before 3:00 p.m. (Central Standard Time) on a business day are posted to your account the same day. Transfers completed after 3:00 p.m. (Central Standard Time) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. The SYSTEM identifies transactions based upon the login ID of the user who initiated the electronic transaction. Accordingly, you understand and acknowledge that the View Postings screens in both the Transfer and Bill Payer menu options of the SYSTEM will not reflect transactions made by multiple users from the same account if different login IDs are used. You agree to communicate with any other person with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts. You understand that we will not act on any transaction instructions from you if sufficient funds are not available. To process a future dated payment or transfer, funds must be available on the date of the transaction, or the transaction may not be processed.

Hours of Access - You can use the SYSTEM seven days a week, twenty-four hours a day, although some or all the SYSTEM services may not be available occasionally due to emergency or scheduled system maintenance. We will make reasonable effort, but are under no obligation, to post notice of any extended periods of non-availability on our Website at www.bankiowa.com.

Fees and Charges - You agree to pay the fees and charges for your use of the SYSTEM Services, if any. You agree that all such fees and charges will be deducted from the BankIowa checking account designated as the "Primary Checking Account" on your Enrollment Form. If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. If you wish to change the account you designated as your Primary Checking Account, you may do so by contacting your local BankIowa Representative. You are also responsible for telephone, data, and Internet service fees you incur in connection with your use of the SYSTEM. Fees and charges for specific types of transactions or services initiated through your online banking services such as stop payments, wires (business customers only), or external transfers are spelled out clearly in the Schedule of Fees and Regulation E Disclosures provided with this agreement. Use of these services constitutes your agreement and understanding of the fees involved with the applicable services. Please refer to the above mentioned disclosures for specific fee information.

Limits on Amounts and Frequency of SYSTEM Transactions - The number of transfers from BankIowa accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement disclosure for those accounts and as outlined in this agreement. 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. See deposit account transfer limitations in your account agreement disclosures.

SYSTEM Bill Payment Service - To use Bill Payment Services, you must have at least one checking account with BankIowa. You must designate the BankIowa checking account from which the payments are to be made; the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the date you want the payment to be debited from your account. By using the SYSTEM Bill Payment Service option, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf. You also agree that all bill payment transaction fees, if applicable, will be charged to your Primary Checking Account. Bill pay transaction fees, if applicable, will be added together and displayed as one fee

titled AC-Internet Charges-I-Net Fees on your primary checking account's periodic statement. Bill Payment fees, if applicable, are accumulated over the calendar month and will be debited from your primary checking account on the first business day of the following month. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

Scheduling SYSTEM Payments - If the payee is to be paid by paper check (as indicated on the Bill Payer list), you understand and agree that paper checks are mailed to the payee and the payee may not receive the payment until 5 to 8 business days after the date the payment is initiated from your account. If the payee is to be paid electronically (as indicated on the Bill Payer list), you understand and agree that the payee may not receive the payment until 72 hours after the date the payment is initiated from your account. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the bill payment payee to properly post a payment to your account.

Your designated bill payment account will be debited per your instructions when the submitted check is delivered to the bank for payment.

How to Cancel a Bill Payment - To cancel a bill payment that you have scheduled through the SYSTEM, you must cancel the payment online via the SYSTEM (by following the on screen instructions) before 3:00 p.m. (Central Standard Time) on or before the date the payment is scheduled to be debited from your account.

Online Stop Payment Requests - Bill Pay - Cancellation of a bill payment is different from stopping the payment of a paper check you have written. Once the bill payment has been debited from your account, you CANNOT cancel or stop it online. You must contact Banklowa System Operations at 1-800-433-0285.

Online Stop Payments - You may initiate stop-payment requests online via the SYSTEM only for paper checks you have written. Online stop-payment requests are processed at 9:00 a.m. on the business day following the date the stop payment has been requested online and are valid for 60 days. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account. If you make your stop-payment request online and want the stop payment validity extended to 6 months, we require you to submit your request in paper form with your signature, and get it to us within 14 days. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account.

Stop Payment Liability- You agree to indemnify and hold us harmless from any and all claims, liabilities, costs and expenses, including, but not limited to, court costs and reasonable attorney fees, resulting from or growing out of our refusal to pay an identified transfer. We shall have no liability to you for the payment of an identified transfer contrary to a Stop Payment Order if the information provided, such as the dollar amount or account number, is not accurate. We are not liable to you if we pay an identified transfer if we acted in good faith or exercised ordinary care. Any damages that you incur and which we may be liable for are limited to actual damages not to exceed the amount of the transfer.

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 or electronic statements for your Banklowa accounts. Users may opt to receive Statements electronically at any time by going to the Statements tab in Online Banking.

External Account Transfers (for consumer users only) - The External Account Transfer service allows you to request a transfer of funds between your eligible Banklowa account(s) and account(s) owned by you and held at another financial institution (External Account). By authorizing an External Account, you are certifying your ownership of the account, and full right and authority to all the funds on deposit therein. Banklowa is not responsible for any errors in the information provided by you about the External Account, such as incorrect account number, ABA number, or financial institution name. You understand and agree that the relevant financial institution and Banklowa have no responsibility to

investigate discrepancies between names and account numbers provided. Banklowa reserves the right to reject your funds transfer request or discontinue service for any reason, including exceeding daily transfer limits, insufficient funds available, security risks, or receipt of incomplete or unclear request details.

- Addition of external accounts to the SYSTEM will be complete only after successful verification of two small deposit (credit) amounts, called micro-deposits, to the external account. The micro-deposit verification process must be completed within 10 days of external account entry. One off-setting withdrawal (debit) will also post to the external account on the same day, resulting in a net \$0 effect on that account's balance.
- Customer may add multiple external accounts.
- External transfers will be processed on the next business day, if submitted before 3:00 pm CT.
- External transfers submitted after 3:00 pm CT will be processed on the 2nd business day.
- Transfers to/from external accounts are limited to \$1000 max per day (total).
- Individual customer requests to exceed the \$1000 daily limit will be considered at customer's request prior to transfer. Transfer requests exceeding the limit without prior request and granted approval will be declined.

All funds transfers are subject to the rules and regulations governing each affected account. Additional fees may apply. Please refer to your Banklowa and External Account Agreements for details.

Unauthorized Transfers - Tell us AT ONCE if you believe your password has been lost or stolen. Telephone Banklowa's System Operations Department at 1-800-433-0285.

Our Liability for Failure to Make a Transfer - If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you only for any interest lost or additional interest accrued on account of such failure resulting from our gross negligence or willful misconduct, provided, however, we will not be liable if:

- (1) a legal order directs us to prohibit withdrawals from the account, or if the account has been garnished or levied upon; or
- (2) if a garnishment or levy has been imposed on the account; or
- (3) if you have not provided us with complete and correct payment information for the Bill Payment Service, including without limitation the name, address, your payee assigned account number, payment data, and payment amount for the payee on a bill payment; or
- (4) if you have not properly followed the on-screen instructions for using the SYSTEM; or
- (5) additional exceptions, as may be referenced in the Electronic Funds Transfers section of your deposit account agreement.

Confidentiality - Banklowa contracts with ACI and FIS Billpay to provide Internet services to our customers. We will disclose information to third parties about your account or the transfers or payments you make:

- (1) where it is necessary for completing transfers or payments requested by you; 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 laws, government agency, or court orders; or
- (4) as permitted by law.

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 OPERATE 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 REQUIRED 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 OF 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 BANKIOWA AND ITS AFFILIATES EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES PROVIDED TO YOU THROUGH THE SYSTEM.

Acceptance of Agreement - By using the SYSTEM, or by accessing or permitting another to access the SYSTEM on your behalf, you agree to accept the terms and conditions of this Agreement, including but not limited to any obligation for security requirements, and any future amendments to or new version of this Agreement. Your use of the SYSTEM after the effective date of any new version or amendment to this Agreement will constitute your acceptance of the new version or amendment to this Agreement.

Indemnification. You, in consideration of being allowed access to the SYSTEM, agree to indemnify and hold Banklowa harmless from any losses or damages, including attorney's fees, resulting from the use of the SYSTEM, including but not limited to any unauthorized use of the SYSTEM, to the extent allowed by applicable law.

Your Right to Terminate - You may cancel your SYSTEM service at any time by providing us with written notice by postal mail, in person, or by phone after proper verification. Your 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 date 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:

- (1) Without prior notice, if you have insufficient funds in any one of your Banklowa accounts. SYSTEM service may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits. In addition, we may terminate without prior notice, for your violation of this Agreement, or any other agreement with Banklowa for which you are a party.
- (2) Upon 3 business days' notice, if you do not contact us to designate a new Primary Checking Account your Bill Pay option may be terminated.
- (3) Inactive account - If you do not access the SYSTEM services for 120 days, your SYSTEM account may be considered inactive and you may be required to contact Banklowa to reinstate SYSTEM services.
- (4) Upon reasonable notice, for any other reason at our sole discretion.

How to Contact Banklowa

Email - You can contact Banklowa with questions by email at Banklowa@bankiowa.com

Note: Email is not secure.

Telephone: (319)334-7181 or 1-800-433-0285

Postal Mail: Banklowa, 230 1st Street East, P.O. Box 229, Independence, IA 50644

Visit us in person at any one of our ten Banklowa locations:

230 1st Street East Independence, IA 50644

633 Bush Street Lamont, IA 50650

1311 Sixth Street Jesup, Iowa 50648

305 Enterprise Drive Independence, IA 50644

102 Railroad Street Norway, Iowa 52318

3222 Kimball Ave. Suite A Waterloo, Iowa 50702

6804 University Ave. Cedar Falls, Iowa 50613

7045 C Ave NE Cedar Rapids, IA 52402

330 East 4th Street Waterloo, IA 50703

2701 Edgewood Pkwy SW Cedar Rapids, IA 52404

SCHEDULE OF FEES

Overdraft Automatic Transfer Checking/Savings Transfer Fee	\$4.00 (applies to checking account receiving the deposit)
Overdraft Automatic Transfer Checking/Savings Dollar Limit	Multiples of \$100.00
Check Printing	Fee depends on style of check ordered
Temporary Checks	\$.25 per check
Official Checks	\$5.00 each
Visa Debit Card - Magnetic Stripe only (no chip)	\$25.00
Debit Card-Replacement Fee	\$15.00
Dormant Account Fee (charged each month)	\$10.00 (an account is dormant if for 1 year there are no deposits/withdrawals to the account & you have had no communication with us about the account)
Overdraft Fee (each debit or check paid)*	\$30.00 each (Consumer Accts: 5 max total OD or Returned Item fees daily)
Returned Item Fee(each debit or check returned)*	\$30.00 each (Consumer Accts: 5 max total OD or Returned Item fees daily)
Negative Balance Closing Fee*	\$25.00 per closed account
* These fees apply to overdraft items or returned items created by;	check, in person withdrawals, ATM withdrawals or other electronic means.
Return Deposit Item	\$4.00
IRA Over Contribution Fee	\$10.00
IRA Tax Correction Fee	\$10.00
Account Activity Printout	\$1.50
Account Research	\$30.00/hour, \$10.00 minimum
Account Balance Assistance	\$30.00/hour, \$10.00 minimum
Stop Payment	\$30.00
Photocopies	\$.50 each
Wire Transfers...Outgoing	\$25.00
Wire Transfers...Incoming	\$20.00
Wire Transfer..Foreign Outgoing (new fee structure 01/01/18)	US Currency \$70 /Foreign Currency \$50
Wire Transfers...Repetitive Outgoing	\$20.00
Telephone Transfer Fee (telebanking transfers are free)	\$4.00
ACH Transfer Fee	\$1 (every time) for an ACH transaction originated by Banklowa to CREDIT another Financial Institution
Same Day ACH Transfer Fee	\$15 (per transfer) for a Same Day ACH transaction
Foreign Check Presentation Fee	\$10.00 per item
Collection Items	\$5.00 + \$1.00 per day
Safe Deposit Box Rental	Fee depends on size of box rented (please see the bank); box contents are not insured by any government agency
...Key/Lock Replacement	Actual Cost
Fax/Phone Notification Fee (sending/receiving)	\$1.00 per page/call
Closing of Account within 60 days after opening	\$25.00
Levies/Garnishments	\$75.00
Empty ATM Deposit Envelope	\$25.00 per empty envelope
Some fees associated with a transaction account are subject to State and Local Options Sales Tax.	Such taxes are included in the fee amounts stated.
Foreign Currency Conversion Fees	
Apply to ATM and debit card transactions or withdrawals initiated in a country where currency is anything other than	

US dollars. Refer to your account agreement for further foreign transaction details.
...Visa International Service Assessment (ISA) Fee
...Currency conversion (CC) FEE
...Issuer Cross-Border Transaction (ICBT) Fees
Visa Gift Card

Visa Travel Card

Reload Visa Travel Card Fee
Online Banking Electronic Expedited Bill Pay
Online Banking Overnight Expedited Check Bill Pay

1.00% of the US dollar transaction amount
0.20% of the US dollar transaction amount
0.80% of the US dollar transaction amount
\$4.00 per card purchased. Additional transaction/usage fees apply. See Gift Card Agreement for more details.
\$7.50 per card purchased. Additional transaction/usage fees apply. See Travel Card Agreement for more details.
\$2.00 per reload
\$8.00 Each
\$25.00 Each

ELECTRONIC FUND TRANSFER INITIAL DISCLOSURE

CONSUMER'S LIABILITY. You will tell us **AT ONCE** if you believe your card 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 us is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your card or code, you can lose no more than \$50 if someone used your card or code without your permission.

If you do **NOT** tell us within two business days after you learn of the loss or theft of your card or code and we can prove we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00.

Limitation of Liability for Unauthorized Visa branded card transactions. You will not be liable for unauthorized charges made with your account or account information. Tell us **AT ONCE** if you believe your Visa Debit Card has been lost, stolen or fraudulently used online or offline or of any unauthorized transactions. Your liability for unauthorized Visa Debit Card transactions that take place on the Visa system is zero dollars (\$0.00). We may require you to provide a written statement regarding claims of unauthorized Visa Debit Card transactions. With respect to unauthorized transactions, these limits may be exceeded to the extent allowed under applicable law (see **CONSUMER'S LIABILITY** paragraph) only if we determine that you were grossly negligent or fraudulent in the handling of your account or Visa Debit Card. Visa's Zero Liability Policy does not apply to Visa corporate or Visa purchasing card or account transactions, or any transactions that are not processed by Visa.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, you will tell us at once. If you do not tell us within 60 days after each statement we provide or made available to you, you may not get back any money that you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

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 a balance inquiry even if you do not complete a fund transfer).

CONTACT IN EVENT OF UNAUTHORIZED TRANSFER. If you believe your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you will call (800) 433-0285 or write BANKIOWA, Data Processing, 230 First St. East P.O. Box 229, Independence, IA 50644.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

BUSINESS DAYS. For purposes of these disclosures, our business days are Monday, Tuesday, Wednesday, Thursday, and Friday. Federal Holidays are not included.

TYPES OF TRANSFERS. You may authorize certain direct deposits to your checking or savings account. You may authorize certain bills and other payments to be deducted from your checking or savings accounts. A merchant may convert your check in payment for merchandise or services into an electronic funds transfer from your account.

You may use your card or code to:

- ... Make deposits to your checking and savings accounts.
- ... Pay bills directly from your checking account in the amounts and on the days you request.
- ... Pay for purchases at places that have agreed to accept the card or code.
- ... Transfer funds between your checking and savings accounts.
- ... Withdraw cash from your checking and savings accounts.
- ... Transfer from line of credit to checking or savings accounts or make payments from checking or savings to loan accounts with us.
- ... Using Telebanking or On-line Banking you can get information about your account balances of checking, savings, or loan accounts with us. Using Quik Draw or your Visa debit card you can get information about the account balances of your checking or savings accounts with us.
- ... A Visa card may not be used for illegal transactions.

Some of these services may not be available at all terminals.

ELECTRONIC CHECK CONVERSION. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to

- ... pay for purchases
- ... pay bills.

LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS.

... You can buy up to \$500 worth of goods or services each day by using the card or code in our point-of-sale transfer service.

... You can withdraw up to \$500 Visa Debit card (or \$200 Quik Draw card) from our terminals using your card or code each day.

FEES.

... If you use your card in a foreign country and/or to make a purchase in a foreign currency, you will be charged a currency conversion fee of 1% of the transaction amount.

... If you conduct a transaction involving only U.S. dollars with the ATM/Debit card in a country outside of the United States of America, Puerto Rico or the U.S. Virgin Islands, there will be a transaction fee of .8% of the transaction amount that will appear on your monthly statement.

... If you conduct a transaction involving multiple currencies with the ATM/Debit card in a country outside of the United States of America, Puerto Rico or the U.S. Virgin Islands, there will be a transaction fee of 1% of the transaction amount that will appear on your monthly statement.

... You will be charged a \$12.00 annual fee for having a Quick Draw ATM card. The annual fee will be waived for Rewards Accounts..

... Visa defines an international transaction as a transaction where the issuer's country (i.e., for BankIowa it is the United States) is different than the merchant's country. Thus, a transaction over the Internet could qualify as a international transaction.

... You will be charged \$15.00 per card for the issuance of a replacement debit card or a new personal identification number. State and Local Options Sales tax are included in the fee stated. Empty ATM deposit envelope fee \$25.00.

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

... Where it is necessary for completing transfers, or

... In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant, or

... In order to comply with government agency or court orders, or

... If you give us written permission.

DOCUMENTATION.

Terminal Transfers. You can get a receipt at the time you make any transfer that exceeds \$15.00 to or from your account using one of our automated teller machines.

Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company you can call us at (800) 711-7292 to find out whether the deposit has been made.

Periodic Statements. You will get a monthly account statement unless there are no electronic transfers in a particular month. In any case, you will get the statement at least quarterly. You will not receive a periodic statement if your account is a passbook account. Present your passbook and we will record any electronic deposits to your account.

PREAUTHORIZED PAYMENTS.

Stop Payments. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: call us at (800) 433-0285 or write us at BANKIOWA, 230 First St. East P.O. Box 229, Independence, IA 50644, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we can also require you to put your request in writing and get it to us within 14 days after your call. There will be a charge of \$30.00 for each stop payment order you give us.

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.)

Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop one of these payments three 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. If we do not complete a transfer to or from your account on time, or in the correct amount according to your agreement with us, 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 precautions that we have taken.
- ... There may be other exceptions stated in your agreement with us.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS. You will telephone us at (800) 433-0285 or write us at BANKIOWA, 230 First St. East, P.O. Box 229, Independence, IA 50644 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. You will:

- ... Tell us your name and account number (if any).
- ... 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.
- ... 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 VISA[®] Checkcard point-of-sale transaction, and 20 business days if 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 point-of-sale transaction, or new account, 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 VISA[®] Checkcard point-of-sale transaction, and 20 business days if 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. For the purpose of this paragraph, an account is a new account for a period of 30 days from the date of the first deposit to the account.

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.

EXCHANGE RATE FOR FOREIGN TRANSFERS. If a transfer takes place outside of the United States and is in a foreign currency, Visa or MasterCard will convert the transfer into U.S. dollars by using their own currency conversion procedures. The exchange rate will be determined in one of two ways: (1) the exchange rate will be selected from the range of rates available in the wholesale currency markets for the central processing date (which may be different from the rate received by Visa or MasterCard), or (2) the exchange rate will be a government-mandated rate in effect for the applicable central processing date, plus any adjustment determined by the card issuer and disclosed separately in the fee section of the cardholder agreement. The currency exchange rate used may differ from the rate in effect when your transfer occurred or was posted to your account.

TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE

SERVICE DEFINITIONS

"Service" means the Bill Payment Service offered by BankIowa, through Metavante Corporation.

"Agreement" means these Terms and Conditions of the bill payment service.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

PAYMENT SCHEDULING

Transactions begin processing four (4) Business Days prior to your Scheduled Payment Date.

Therefore, the application will not permit you to select a Scheduled Payment Date less than four (4) Business Days from the current date. When scheduling payments you must select a Scheduled Payment

Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

THE SERVICE GUARANTEE

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system.

In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly

transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee.

These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application.

There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

STOP PAYMENT REQUESTS

The Services ability to process a stop payment request will depend on the payment method and whether or not a check has cleared.

The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed.

If you desire to stop any payment that has already been processed, you must contact Customer Service.

Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so.

The Service may also require you to present your request in writing within fourteen (14) days.

The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

PROHIBITED PAYMENTS

Payments to Payees outside of the United States or its territories are prohibited through the Service.

EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Services electronic bill options, you also agree to the following:

Information provided to the Payee ã» The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another persons bill.

Activation Upon activation of the electronic bill feature the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

Notification: The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account.

It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills.

The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee.

The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s)- You agree to hold the Service harmless should the Payee fail to deliver your statement(s).

You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

Accuracy and dispute of electronic bill -The Service is not responsible for the accuracy of your electronic bill(s).

The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

EXCLUSIONS OF WARRANTIES

THE SERVICE 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 MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your account to any unauthorized individuals.

You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling Banklowa during customer service hours.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission.

If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 1-800-433-0285 during customer service hours;

2. Write us at:

Banklowa

230 First Street East, PO Box 229

Independence, Iowa 50644

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears.

You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error.

If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or
6. If you give us your written permission.

SERVICE FEES AND ADDITIONAL CHARGES

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle.

There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to
1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time.

In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete.

Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate.

This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information.

The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 1-800-433-0285 during customer service hours; and/or
2. Write us at:

Banklowa

230 First Street East, PO Box 229

Independence, Iowa 50644

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service.

All Scheduled Payments including recurring payments will not be processed once the Service is cancelled.

The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

PAYEE LIMITATION

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

RETURNED PAYMENTS

In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service.

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information.

Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

DISPUTES

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement.

You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you

and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

ASSIGNMENT

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflicts of laws provisions.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.