

Online Banking Agreement
Online Banking Customer Service Department
(712) 246-5118
801 S Fremont, Shenandoah, IA 51601
contact@fhbshen.com

1. Scope of this Agreement

This Agreement between you and First Heritage Bank 801 S Fremont, Shenandoah, IA 51601 governs your use of our Online Banking (the "Service"). The Service permits our customers/members, to perform a number of banking functions on accounts linked to the Service through the use of a personal computer and the Internet.

2. Accepting the Agreement

After you have carefully read this Agreement in its entirety and the linked Privacy Notice, you will be asked to consent to (accept) the terms and conditions of this Agreement.

You should print and/or save a copy of this Agreement for your records. You can use the print button below or your browser to print this document. You can also use your browser to save a copy of this document on your hard drive.

If you need help printing or saving this document, or if you have any questions about this Agreement, please contact our Online Banking Customer Service Department. Our contact information is listed at the top of this Agreement. You can obtain a paper copy of this Agreement at any time.

WHEN YOU CLICK ON THE "ACCEPT" BUTTON BELOW, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY ACCEPTING BELOW, YOU ALSO CERTIFY THAT YOU ARE ABLE AND WILLING TO ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT AND YOU UNDERSTAND THAT YOU CAN PRINT A COPY AND/OR SAVE IT TO YOUR HARD DRIVE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, SELECT THE CANCEL BUTTON BELOW. YOU CAN STILL ENROLL FOR THE SERVICE AT A LATER TIME IN PERSON OR BY UNITED STATES MAIL.

3. Definitions

Agreement - means the terms and conditions of the Online Banking.

you or your – Refers to the owner of the Eligible account and person(s) subscribing to or using the Service.

we, us, or our - Refers to First Heritage Bank and any agent, independent contractor, Service Provider, licensor, designee, or assignee First Heritage Bank may involve in the provision of Online Banking.

Billing Account - is the checking account from which all Bill Pay Service and/or Online Banking Service fees will be automatically debited.

Business Customer– Refers to anyone other than a consumer who owns an Eligible account with respect to which the Service is requested primarily for business purposes.

Business Day – is every Monday through Friday, excluding Federal Reserve holidays. Account transfers are processed on all Business Days that the Federal Reserve is open for business. Bill payments are processed on all business days that both the Federal Reserve AND the US Postal System are operating and open for business.

Business Day Cutoff - Refers to the cut-off time for posting purposes. The cut-off time is based on our Business Days and the Central Standard Time Zone. For posting purposes, we will process all transactions completed by 2:00 pm on that Business Day. Transactions completed after 2:00 pm will be processed on the following Business Day.

Consumer – Refers to a natural person who owns an Eligible Account with respect to which the Service is used primarily for personal, family, or household purposes.

Electronic Funds Transfer (EFT) – Refers to any transfer of funds initiated through the Service, such as a bill pay or account transfer. Bill payments made electronically or via an EFT will be so designated within the Service. If we authorize your Eligible Account(s) for EFTs through the Service, you have certain rights and responsibilities under the EFT Act (Reg E) which are further detailed in Section 29 of this Agreement.

Eligible Accounts – You must have an existing account relationship with us to enable our Online Banking Service. An Eligible Account means any one of your deposit account(s) to which we may allow access via the Service under this Agreement. Only a checking, money market, may be eligible for Bill Pay Service privileges. We may make additional accounts available for the Bill Pay Service from time-to-time as allowed by law or our bill pay Service Provider.

If you want to initiate bill payments, or transfer requests from an Eligible Account(s) through the Service, you will need the required withdrawal authority over the account in order to complete the transaction

When using the Service, you agree to maintain one or more Eligible accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service.

Joint Accounts – If the accounts added to the Service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your Access Code and Password are authorized unless we have been notified to cancel the Service.

In some cases, if your account(s) require two signatures for withdrawal, we may only grant view privileges to your Eligible Accounts through the Service. Joint account holders may be assigned individual access IDs, in this case, the service may be identified as two separate services and you will be charged for two services. Transaction history is maintained for each Access Id.

Service hours - You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control. We are not responsible for any delays or difficulties you may have in accessing the Service or certain features.

Service Provider - includes any agent, licensor, independent contractor or subcontractor this financial institution may involve in the provision of the Online Banking or bill pay services.

4. Featured Basic Online Banking Services

The Basic Online Banking Service currently offers the following features.

- Account Inquiries for balances, rates, etc.,
- Up to 36 Months of Account Statements,
- Transfers between your accounts at this financial institution,
- Secure E-mails via the Service's messaging system,
- Secure file transfers,
- Payments to loans at this financial institution,
- Transaction downloads into MS MONEY, MS EXCEL COMPATIBLE, QUICKEN 2004 AND OLDER.

Bill Pay is an optional service, which you can request in the enrollment process. You can add bill pay services at a later time by contacting our Online Banking Customer Service Department.

We may add or remove certain features and/or functionality available from time to time.

5. Fees

Basic Online Banking Service: (view balances and account transfers) - No Charge

Bill Pay Fees: For a limited time, the first month of bill pay fees will be waived, as a way, to introduce the Service.

After the 30-day introductory period, Bill Pay has a monthly flat fee of \$5 per month, unlimited number of payments on each account that has enabled this service.

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

You agree to pay such charges and authorize us to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Other fees and penalties 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.

6. Requirements for Enrolling in the Service

In order to enroll in the service you must:

- Have an Eligible Account with this financial institution. Your account with us must be in good standing.
- You must be 18 years of age or older.
- You must be a resident of the United States or its possessions.

Prior to enrolling in the Service and accepting the electronic version of this Agreement, you must verify that you have the required hardware and software necessary to access the Service and to retain a copy of this Agreement. You will need the following:

- Internet Access.
- A computer with a modem and Internet browser that can support SSL, 128-bit encryption.
- For security purposes, you should use the most current versions of Internet browsers: Microsoft Internet Explorer, Netscape Navigator/Communicator, or AOL's browser. The most current versions will support 128-bit encryption. Browser upgrades are accessible on the Service's login page.
- Access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures; and
- An external e-mail address.

We may revise hardware and software requirements, and if there's a material chance that the changes may impact your ability to access the Service, we will notify you of these changes 30 days in advance and provide you an opportunity to cancel the Service and/or change your method of receiving disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

7. Equipment Maintenance

Virus Protection: You should routinely scan your computer and diskettes using a reliable virus detection product. Undetected or un-repaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

Firewalls: You should also utilize a firewall, (hardware and/or software) especially if you have a broadband Internet connection such as DSL or cable modem.

Patches: You should periodically update your operating system and browser for critical security related patches. Microsoft updates and patches can be found at:

<http://v4.windowsupdate.microsoft.com/en/default.asp>

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER. THIS FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE, NOR WILL WE BE RESPONSIBLE FOR ANY COMPUTER VIRUS THAT AFFECTS YOUR COMPUTER OR SOFTWARE WHILE USING OUR SERVICE.

WITH YOUR ACCEPTANCE BELOW AND YOUR USE OF THE SERVICE, YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL COSTS, EXPENSES, OR ANY DAMAGES WHATSOEVER (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA, BUSINESS INTERRUPTION,

OR ATTORNEY'S FEES) RESULTING FROM ANY ERRORS OR FAILURES FROM ANY MALFUNCTION OF YOUR COMPUTER OR ANY VIRUS OR COMPUTER PROBLEMS THAT YOU MAY ENCOUNTER RELATED TO THE USE OF THE SERVICE.

8. Electronic Disclosures

In the future, we may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include: monthly account statements, deposit account disclosures, notices regarding changes in account terms and fees, and privacy notices. The equipment necessary for accessing these types of disclosures electronically is described above in section 6.

WITH YOUR ACCEPTANCE BELOW, YOU AGREE TO ACCEPT ONLINE BANKING RELATED DISCLOSURES IN AN ELECTRONIC FORMAT. YOU ALSO AGREE THAT YOU HAVE THE NECESSARY EQUIPMENT FOR ACCESSING THE SERVICE AND FOR VIEWING ELECTRONIC DISCLOSURES.

You may change the method of delivery at any time (e.g., from electronic format to paper format) by contacting us at:

contact@fhbshen.com

(712) 246-5118

You can also "opt-out" of e-statements on the statements page within the Service.

In addition, you can request paper copies of documents through the Service. Additional fees for paper copies may be imposed depending on the type of account you have and/or the reason and frequency of your requests for paper copies.

You should print or save a copy of all disclosures delivered electronically.

"After your completion of the registration process, we will send you an email and ask you to confirm your email address and your acceptance of electronic disclosures

9. Enrollment Process

You must complete the enrollment process to use the Service. You can enroll for the Service via the Internet or you can enroll in any of our offices.

The Internet enrollment process involves completing a secure online application that will identify your First Heritage Bank location and all the information that this financial institution will need to enable the Service. You will also choose your Access ID and Password during the enrollment process.

When you enroll for the Service, you agree to provide true and accurate information. Our Online Banking department will verify the information you submit for accuracy and proper authorizations. In about one week, you will receive a package in the mail with additional information regarding your account activation and our Service. You may begin using the Service only after receipt of this information in the mail.

10. Emails

We may send you a welcome email after you enroll in the Service and we may send emails and/or secure messages through the Service regarding important Online Banking or bill pay matters and/or changes to this Agreement. We must maintain your current email address in order to deliver this information to you.

In the future, we may also use your email address to notify you when your account statements are available for viewing online.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers and e-mail addresses. Changes can be made either within the system or by contacting our Online Banking Customer Service Department.

You agree to maintain and promptly update your information as applicable. You agree not to impersonate any person or use a name that you are not authorized to use.

11. Signature Requirements

When any transfer or payment initiated through the Service generates items to be charged to your Eligible account(s), you agree that we may debit the designated account, or the account on which the item is drawn, without requiring your signature on the item and without any notice to you.

12. Account Balances

Balances shown in your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day Cut-off time 2:00pm to be effective the same Business Day.

The balances within the Service are updated on a real time basis and the system will display the most current "as of" date on the "accounts" summary page. There may be situations that cause a delay in an update of your balances. The Service will use the most current balance available at the time of a transaction to base our approval for account transfers and bill pays

13. Bill Payment and Transfer Limitations

You may use the Service to check the balance of your Eligible Account (s) and to transfer funds among your Eligible Accounts at this financial institution. However, current federal regulations restrict the number of transactions that you can make from certain types of accounts, such as Money Market and Savings Accounts. For these types of accounts, you may not make more than six (6) pre-authorized EFTs, which include computer-initiated transfers, telephone transfers, checks, and point-of-sale transactions during a given monthly statement period. Transfers and bill payments authorized by personal computer through the Service are counted toward the six permitted monthly transfers. Bill payments are considered third party transfers and are limited to three (3) transactions. Federal regulations currently place no limits on the number of transfers or bill payments from your Checking or Share Draft accounts, therefore this financial institution currently limits the Bill Pay Service to only Checking or Share Draft Accounts

14. Reg E Disclosures

The EFT Act, most commonly known as, Regulation E, provides consumers with certain rights and responsibilities with respect to EFTs initiated through our Online Banking Service. Please read the following EFT disclosures carefully. You should print a copy of this information for future reference.

(a) Consumer Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your access ID or Password has been lost or stolen. Telephoning 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, you could lose no more than \$50 if someone used your Password without your permission. If you believe your Password has been compromised, lost, or stolen and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Password without your permission.

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

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking 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.

If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write to us pursuant to section 18. (b) - Errors and Questions.

Please remember that when you give someone your Access ID and Password, you are authorizing that person to use the Service and you are responsible for all transactions the person performs using the Service with your Access ID and Password. All transactions that person performs even those transactions that you did not intend or want performed are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

For your protection, safeguard your Access ID and Password and sign-off after every Online Banking session.

A consumer has no liability for erroneous or fraudulent transfers initiated by an employee of a financial institution.

(b) Errors or questions regarding EFT transactions

In case of Errors or Questions about your electronic transfers telephone us at

(712) 246-5118 or

Write us at 801 S Fremont Shenandoah, IA 51601 or

Email us at contact@fhbshen.com or

Contact us as soon as you can if you think your statement or account history is wrong, or if you need more information concerning an EFT transaction in your statement and/or history. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

If you believe your Access ID, or Password has been compromised, lost, or stolen, or that someone has transferred or may transfer money from your account without your permission, call us immediately via any of the methods noted above.

Please include the following information in your notification:

- Name
- Account Number and your Access ID
- Description of the error or the EFT transaction 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 amount of the error.

For a Bill Payer error tell us:

- The account number used to pay the bill
- Payee name
- Date the payment was scheduled
- Confirmation number
- Payment amount
- Payee account number for the payment in question.

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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 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.

(c) Other Problems

If you believe an error, other than an EFT problem or unauthorized transaction has occurred, you can call us at:

(712) 246-5118 or

Send secure email to contact@fhbshen.com

(d) Disclosure of Account Information to Third Parties

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. When 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. In order to comply with a governmental agency or court order.
5. If you give us your written permission.
6. It is necessary for the security purposes of our Service Providers, our servicing agents, and/or contractors providing our Online Banking and electronic funds transfer service.
7. It involves a claim by or against us concerning a deposit to or withdrawal from your account.

Please refer to our privacy notice for additional detail.

(e) Our Liability for Failure to Complete Transactions

If we do not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as specified in sections. However, there are some exceptions. We will not be liable if any of the following occurs:

1. If through no fault of ours, your Eligible Account(s) or bill payment account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of your overdraft account.
2. Your Eligible Account(s) or Bill Payment Accounts are closed.
3. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction.
4. You have not provided the Service with the correct bill payment account information, or the correct name, address, phone number, or account number for the Payee.

5. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid these circumstances.

6. If your computer, software, telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transaction.

7. It can be shown that the payee received the bill payment within the normal delivery timeframe and failed to process the payment through no fault of ours.

8. We have reason to believe that a transaction request may not be authorized by you or any third party whose authorization we believe is necessary.

9. The payment request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal.

Provided none of the foregoing exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Eligible Account(s) or cause funds to be directed to a Payee which does not comply with your Payment instructions, we shall be responsible for returning the improperly transferred funds to your Eligible Account(s) and for directing payment to the proper Payee.

Our bill pay late payment guarantee shall be void if the Service is unable to complete any transaction initiated by you because of the existence of any one or more of the foregoing exceptions.

(f) Documentation and Verification of Payments and Transfers

Information regarding Online Banking and bill pay transactions will be reflected in the account detail and account history sections of the Service and in your regular monthly account statement(s).

You can print a copy of online statements, but for certain accounts, our statement format may be wider than your browser's default printer setting support and may not automatically print correctly or cut off the right-hand side of the page. Our "help" menu in the Service will explain how to change the browser's printer settings to show the entire statement.

19. Privacy and Internet Security

(a) Privacy

We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our privacy notice before completing the enrollment process for the Service.

(b) Internet Security

The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Service, our Online Banking department will verify your identity and authorization against information associated with the Eligible account (s) that you request to be tied to the service.

Access IDs and Passwords - One of the main security features protecting the Service is the unique combination of your Access Identification Code (Access ID) and Password. During the enrollment process, you will be asked to select a unique Access ID, and then choose a Password that will be used to gain access to the Service. You determine your own Password, which is encrypted in our database. Neither this financial institution nor its Service Providers have access to this information.

Our Service also uses a program called a "password cracker" that will help you select a good Password. Because your Password is used to access your accounts, you should treat it as you would any other sensitive personal data. You should carefully select a Password that is hard to guess. The Password cracker will encourage you to stay away from words based on your name, address or other personal information. Your Password must meet the following minimum requirements:

Your new password must meet these guidelines: Your new password must contain characters from EACH of the following three groups. uppercase and lowercase letters (A,a,B,b,C,c and so on) numerals symbols such as !,@,# and so on The new password must have at least 6 characters but no more than 12. The first character must be a letter or a number. The new password cannot have any spaces or periods in it. The new password must have at least one symbol character in the second through sixth positions. Use the Change Password form if you want to change your current internet banking password. Please be aware that no one at the bank will be able to find out what your password is. The new password will go into effect the next time you login.

We will not contact you via telephone or via email requesting your Access ID or Password. If you are contacted by anyone requesting this information, please contact us immediately.

If you disclose your password to anyone, and/or if you allow someone to use your password to access your accounts, you are authorizing them to act on your behalf and you will be responsible for any use of the system by them (e.g. such as when you provide this information to a joint account holder, spouse, AND/or an aggregation service provider).

Log-On Security – For your protection, you should sign-off after every Online Banking session. However, in order to help prevent unauthorized access to your account(s) your online session will end automatically if we detect no activity for 20 minutes. This is to protect you in case you accidentally leave your computer unattended after you logged on. When you return to your computer, you will be prompted to re-enter your Password, and your session will continue where you left off. In addition, we will deactivate your account after three unsuccessful login attempts within a 24-hour time frame.

Encryption – The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Online Banking. Your browser automatically activates this technology when it attempts to connect to our Service. Our Service requires a browser that supports 128-bit encryption. The Service will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from open to locked. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

Certificate Authority - The servers hosting our Service have been certified by a "Certificate Authority" to assure you that you are actually talking to our Service instead of someone pretending to be us. If you are

using an older browser, such as anything prior to versions 4.0 on Netscape Navigator or Internet Explorer, you will see that the "Certificate Authorities" key may have expired; you will need to update it on your browser. Instructions for upgrading your browser are located on the Browser SSL Update link, which is located on the Service login page.

Cookies - During your use of the Service, our Online Banking Service Provider will pass an encrypted cookie to your computer in order to identify your computer during the session. This cookie enables us to process multiple transactions during the session without having to provide an Access ID and Password for each individual transaction. Users must accept this cookie to use our Online Banking product. This cookie does not contain any personal information; it simply provides another level of security for our Online Banking product. The cookie is stored on your computer's hard-drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account.

Use of Public Computers — The security of public computers (e.g. in a Library, or Internet café) cannot be assured; therefore, we strongly recommend that our customers refrain from accessing online accounts on a public computer.

In addition to the security features described above, there may be other security related notices posted on our website or Service from time to time. It is your responsibility to read all security notices.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

WHEN YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT BELOW, YOU AGREE TO

1. KEEP YOUR PASSWORD SECURE AND STRICTLY CONFIDENTIAL, PROVIDING IT ONLY TO AUTHORIZED SIGNERS ON YOUR ELIGIBLE ACCOUNT(S).
2. IMMEDIATELY NOTIFY US AND SELECT A NEW PASSWORD IF YOU BELIEVE YOUR PASSWORD MAY HAVE BECOME KNOWN TO AN UNAUTHORIZED PERSON. (712) 246-5118
3. YOU ALSO UNDERSTAND THAT YOU ARE RESPONSIBLE FOR ALL TRANSACTIONS YOU AUTHORIZE USING THE SERVICE. IF YOU PERMIT OTHER PERSONS TO USE THE SERVICE OR YOUR PASSWORD, YOU ARE RESPONSIBLE FOR ANY TRANSACTIONS THEY AUTHORIZE.

20. Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such event, we will provide notice to you. Further, we may, from time-to-time, revise or update the applications, Service features, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve 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.

Also, if a change in term(s) or condition(s) is necessary to maintain or restore the security of our system or your account(s), no advance notice is required. Upon notification of any change in terms, if you do

not agree with the change(s), you must notify us in writing or via email to cancel your access to the Service.

Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s).

21. Governing Law and Relation to Other Agreements

Accounts and services provided by this financial institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) or disclosures related to your account (s) and provided to you separately.

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.

22. Assignment

You may not assign this agreement to any other party. We may assign or delegate, this agreement in part or whole, to any third party.

23. Ownership of Material

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by First Heritage Bank and/or is Service Providers unless otherwise indicated. All registered and unregistered trademarks in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

24. Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, you may contact customer service via one of the following methods:

Telephone us at 712-246-5118 during customer service hours;

and/or

Write us at:

First Heritage Bank

801 S Fremont

Shenandoah, IA 51601

or

Send us a Secure email through the Online Banking Service.

If you terminate the bill payment services, you authorize us to continue making payments and other previously authorized transactions until we have a reasonable opportunity to act upon your termination notice. Any transaction the Service has already approved and processed before the requested cancellation date will be completed by the Service. All scheduled bill payments, including recurring payments, will not be processed once we have had a reasonable opportunity to act upon your

cancellation request. Once we have acted on your notice, we have no further responsibility to make any payments or previously authorized transactions.

You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement. Access to the Service may be canceled without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Online Banking or Bill Payment Activity for a period of 3 consecutive months, Online Banking accessibility will automatically terminate.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of services, you must call our Online Banking Department.

Proceed with Enrollment for the Service

By clicking on the "I agree" button below you are acknowledging that you have read and agree to the terms and conditions of this Agreement and would like to proceed with online registration.

(If you do not agree, choose cancel below.)

If you click "cancel" you can still enroll in our Online Banking service at a later time by completing an application in one of our offices or by mailing us the enrollment application. You will still be asked to accept the Terms of this Agreement.
