

ONLINE BANKING AND MOBILE BANKING AGREEMENT

The first time you access your accounts through Online Banking or Mobile Banking, you agree to be bound by the terms and conditions of this Online Banking and Mobile Banking ("Agreement") and acknowledge its receipt and your understanding of its terms.

INTRODUCTION

This agreement explains the terms and conditions for accessing accounts and conducting transactions at Fairfax State Savings Bank via our on-line Online Banking and Mobile Banking site(s).

Fairfax State Savings Bank may, from time to time, introduce new Online Banking and Mobile Banking services. By using those service when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

DEFINITIONS

As used in this Agreement, the following words will have the definitions given below:

"Account(s)" means the eligible Fairfax State Savings Bank checking, savings, loan or certificate of deposit information and other Fairfax State Savings Bank products accessed through the Service.

"Business Day" means Monday, Tuesday, Wednesday, Thursday, and Friday. Holidays are not included.

"Device" means a supportable mobile device such as a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

"Mobile Banking" means the banking services accessible from the Device you have registered with Fairfax State Savings Bank for Mobile Banking.

"You" and "Your(s)" mean each person with authorized access to your Account(s) who applies and uses the Online Banking and Mobile Banking. As used in the Agreement, the terms "you" and "your" refer to each person completing an Online Banking Enrollment.

"We", "Us", and "Bank" means Fairfax State Savings Bank.

FEES AND CHARGES

There is currently no charge for the use of the Online Banking and Mobile Banking as described in this Agreement.

PERMITTED TRANSFERS

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using the Online Banking or Mobile Banking Service is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures.

We may also limit the type, frequency, and amount of transfer for security purposes and may change or impose limits without notice, at our option.

ACCESSIBILITY

You can access Online Banking and Mobile Banking, seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of Online Banking and Mobile Banking may not be available due to system maintenance or reasons beyond our control. Fairfax State Savings Bank does not warrant that Online Banking and Mobile Banking will be available at all times. When unavailable, you may use an automated teller machine ("ATM") or call our office at 319-846-2300 during regular business hours to conduct your transactions. Unless noted otherwise, a transaction completed on a business day prior to 4:00pm Central Standard Time (CST) Monday-Friday will be posted to your account the same day. All transfers completed on a business day after 4:00 PM CST Monday – Friday will be posted the following business day.

RESTRICTIONS

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using Online Banking or Mobile Banking. You may not gain, or attempt to gain, access to any Online Banking or Mobile Banking server, network or data not specifically permitted to you by Fairfax State Savings Bank or its suppliers, and you must not include any obscene, libelous, scandalous, or defamatory content in any communications with us or our suppliers.

ONLINE BANKING

BENEFITS OF ONLINE BANKING

Through Online Banking, you can manage eligible accounts from your home or office on a personal computer. Online Banking can be used to conduct any of the following: obtain balances and transaction histories on all eligible accounts enrolled in Online Banking; transfer money between eligible accounts (The number of transfers you can make from an account is limited as described

in the applicable account agreement. In addition, if a hold is place on any funds deposited in an eligible account, you may not transfer the portion of funds being held until that hold expires); transfer money to pay consumer loans, home equity loans or certain other eligible loans at Fairfax State Savings Bank.

SECURITY AND PROTECTING YOUR ACCOUNT

We are strongly committed to protecting the security and confidentiality of our customer account information. We use several techniques to help secure our Online Banking service, including the following:

- You can only access the online banking site(s) with certain browsers that have a high security standard.
- Your account numbers are never displayed in full – only the last 3 digits can be viewed.
- You must have a valid Online Banking Login ID and password to logon.
- If no action is taken for 20 minutes, you will automatically be logged off the Online Banking session and requested to re-enter your Login ID and password.

REQUIREMENTS

In addition to compatible software, you must have an Online Banking Login ID, a password and maintain at least one of the following eligible transaction accounts at Fairfax State Savings Bank:

- Free Checking
- Super Now Checking
- Business Free Checking
- Business Checking

PASSWORD

Your password will give you access to Fairfax State Savings Bank accounts via Online Banking. We are entitled to act on any instructions we receive using your password. For security purposes, it is recommended that you memorize your password and do not write it down. At a minimum, you will be required to change your password every four months. Your password can be changed at our Online Banking site. You are responsible for keeping your password and account data confidential. When you give someone your password, you are authorizing that person to use Online Banking and Mobile Banking. You are responsible for all transactions performed using your password, even if you did not intend or authorize them. In addition, fraudulent transactions initiated using your password will be charged against your account(s).

ACCESSING ONLINE BANKING

When you complete your online banking enrollment form, you will be given an opportunity to request a Login ID and Password. You will use the Login ID and password to access the Online Banking and Mobile Banking products.

Each time you access the Service, you will be asked to enter your Login ID and password. As part of the security process, you may be required to answer security questions or receive a secure access code by email, telephone, or text. The email address or telephone number is established at the time of enrollment. This will complete the login process.

MOBILE BANKING

MOBILE BANKING AGREEMENT AND DISCLOSURE

By enrolling in Mobile Banking, you agree to all terms and conditions contained in this Agreement and Disclosure (the "Agreement").

MOBILE BANKING SERVICE

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Fairfax State Savings Bank account information, transfer funds between your accounts and conduct other banking transactions. To utilize the Mobile Banking service, you must be enrolled to use Online Banking and then download an app to access the service.

From time to time, we may amend these terms and modify or cancel the Mobile Banking service we offer without notice, except as required by Law. We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Mobile Banking Service at any time.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Mobile Banking Service may not be supportable for all Devices. Fairfax State Savings Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages, or "out of range" issues. To properly use the Mobile Banking Service, you should review and follow the instructions provided on our website, www.thebankhere.com. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with the Mobile Banking Service. We may modify the Mobile Banking Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use the Mobile Banking Service and your Device.

You agree that when you use the Mobile Banking Service you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for uses of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and service. Accordingly, you agree to resolve any problems with your provider directly without involving Fairfax State Savings Bank.

Any deposit account, loan or other banking product accessed through the Mobile Banking Service is also subject to the Account Agreements and Disclosures provided at the time of account opening. You should review the account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

PERMITTED MOBILE BANKING TRANSFERS

You may use the Mobile Banking Service to transfer funds between eligible accounts at Fairfax State Savings Bank (internal transfer). You may not transfer to or from an account at another financial institution using Mobile Banking.

You must have sufficient funds available in the selected account at the time the transfer request is received. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer, you agree to cover any overdraft amount plus applicable fees. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

RESPONSIBILITIES

Account Ownership/Accurate Information: You represent that you are the legal owner of the accounts and other financial information which may be accessed when using Mobile Banking. You represent and agree that all information you provide to Fairfax State Savings Bank in connection with mobile Banking is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You represent that you are an authorized user of the mobile device you will use to access Mobile Banking.

SECURITY

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into the Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide any of your access information to an unauthorized person. If you permit other persons to use your Device, login information or any other means to access the Service, you will be held responsible for any transactions they authorize, and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

We make no representations that Mobile Banking will be available for use in locations outside of the United States. Accessing the Service from locations outside of the United States is at your own risk.

CONDUCT

You agree not to use Mobile Banking, or the content or information delivered through Mobile Banking in any way that would be considered illegal.

ADDITIONAL TERMS AND CONDITIONS FOR ONLINE BANKING AND MOBILE BANKING

Fairfax State Savings Bank Alerts Terms and Conditions

ALERTS

Your enrollment in Fairfax State Savings Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Fairfax State Savings Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time or cancel old alerts. We usually notify you when we cancel alerts but are not obligated to do so. Fairfax State Savings Bank reserves the right to terminate its alerts service at any time without prior notice to you.

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

Alerts via Text Message. To stop alerts via text message, text "**STOP**" to 31727 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Fairfax State Savings Bank Online Banking. For help with SMS text alerts, text "HELP" to 31727. In case of questions please contact customer service at

1-319-846-2300. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

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

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

INDEMNIFICATION

Customer shall indemnify, defend and hold harmless Fairfax State Savings Bank and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Customer's negligence; (ii) Customer's failure to comply with the applicable law; (iii) Customer's failure to comply with the terms of this Agreement; (iv) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Online Banking or Mobile Banking Services.

RESPONSIBILITY

Neither Fairfax State Savings Bank nor its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibit withdrawals from your account; (iii) your account is closed or has been frozen; (iv) you, or anyone you allow, commits fraud or violates any law or regulation in connection with Online Banking and Mobile Banking; (v) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vi) you did not provide us with complete and correct payment or transfer information; (vii) you did not properly follow the instructions for use of Online Banking and Mobile Banking (viii) you knew that Online Banking or Mobile Banking were not operating properly at the time you initiated the transaction or payment; (viii) there is postal delay; or (ix) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfer 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.

LINKS TO OTHER SITES

Information that Fairfax State Savings Bank publishes on the World Wide Web may contain links to other sites and third parties may establish links to Financial Institution's site. Fairfax State Savings Bank makes no representations about any other web site that you may access to, from or through the site. Unless expressly stated in writing, Fairfax State Savings Bank does not endorse the products or services offered by any company or person linked to this site nor is Fairfax State Savings Bank responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

VIRUS PROTECTION

Fairfax State Savings Bank is not responsible for any electronic virus that you may encounter using the Online Banking or Mobile Banking. We encourage you to routinely scan your computer, mobile devices and diskettes using reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files, and hardware.

ELECTRONIC MAIL (E-MAIL)

Sending non-secure e-mail is a way to communicate with Fairfax State Savings Bank. However, your e-mail is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail to Fairfax State Savings Bank. You cannot use e-mail to initiate Online Banking and Mobile Banking. All such transactions must be initiated using the appropriate functions within the Online Banking site. Fairfax State Savings Bank will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail. However, secure message may be sent and received with the Online Banking Service.

DAMAGES AND WARRANTIES

In addition to the terms previously disclosed, Fairfax State Savings Bank is not responsible for any losses, error, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Online Banking or the use of the Online Banking and Mobile Banking or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Fairfax State Savings Bank or one of its suppliers. In addition, Fairfax State Savings Bank disclaims any responsibility for any electronic virus (es) Customer may encounter after installation of such software or use of Online Banking and Mobile Banking Services.

Without limiting the foregoing, neither Fairfax State Savings Bank nor its suppliers shall be liable for any: (i) failure to perform or any losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. Fairfax State Savings Bank and its suppliers provide Online Banking and Mobile Banking from their own sites and they make no representation or warranty that any information, material, or functions included in Online Banking and Mobile Banking are appropriate for use by you in your jurisdiction. If you choose to use Online Banking and Mobile Banking, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Fairfax State Savings Bank nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking and Mobile Banking or contained in any third-party sites linked to or from Institution's web site. FAIRFAX STATE SAVINGS BANK MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE ONLINE BANKING AND MOBILE BANKING, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. FAIRFAX STATE SAVINGS BANK DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

ADDITIONAL REMEDIES

Due to the possibility of irreparable injury, Fairfax State Savings Bank shall be entitled to an injunction prohibiting any breach of this Agreement by Customer.

AMENDMENT AND TERMINATION

Fairfax State Savings Bank has the right to terminate this Agreement or change this Agreement at any time with or without notice. If a notice is mailed to you it will be sent to you at the last address shown for the Account on Fairfax State Savings Bank's records, by posting notice in branches of Fairfax State Savings Bank, or as otherwise permitted by law. You may terminate this Agreement by written notice to Fairfax State Savings Bank.

APPLICABLE RULES, LAWS, AND REGULATIONS

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Iowa, U.S.A., as well as the federal laws of the U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

ASSIGNMENT

Fairfax State Savings Bank may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

INTEGRATION

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of the Agreement, and all prior agreements, understandings and representations concerning such subject matter are concealed in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and Fairfax State Savings Bank.

SEVERABILITY

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the Financial Institution, this Agreement will control.

WAIVER

Fairfax State Savings Bank shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Fairfax State Savings Bank of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

FORCE MAJEURE

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel, or energy shortages, acts or omissions of communications carriers, or other causes beyond the party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

CONSTRUCTION

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of the Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

UNAUTHORIZED TRANSACTIONS (APPLIES TO CONSUMER ACCOUNTS ONLY)

You should notify us immediately if you believe anyone has improperly obtained your password or if you suspect any fraudulent activity in your account(s). If your password has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than \$50. If you do not tell us within the two (2) business day period, you could lose as much as \$500 if we could have stopped the use of your accounts and we received notice in a timely manner. You should contact us as soon as you identify any error or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have seen the first statement on which the problem or error appeared (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within ten (10) business days). If you fail to notify us within the sixty (60) day period, you may

not recover any of the money you lost if we could establish that the loss could have been avoided had you notified us on time. We may, at our discretion, extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

You will telephone us at (319) 846-2300 or write us at Fairfax State Savings Bank, Main Office, PO Box 277, Fairfax, Iowa 52228-0277 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction 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.
- Describe the error or the 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 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 (20 business days if new account) after we hear from you and will correct the error promptly. If we need more time, however, we may take up to 45 days (90 days if a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. 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.

I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS.