

# Retail Online Solutions

## Terms & Conditions

**Introduction.** This Agreement and Disclosure explains the terms and conditions governing the access to Online Banking offered by Plains Commerce Bank. This agreement is entered between the "Bank" and any customer of the Bank who subscribes to Online Banking. In addition to this agreement, you agree to be bound by and will comply with the requirements in the Account Agreement, Fee Schedule, the Funds Availability Policy, the Bank's Rules and Regulations, the Rules and Regulations of any funds transfer system to which the Bank belongs and applicable state and federal laws and regulations. Consumers also agree to be bound by and comply with the requirements of the Truth in Savings Disclosure and the Electronic Funds Transfer Notice. If there is a conflict between the Agreement and any initial disclosures you received when you opened your account(s), this Agreement will prevail.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to its conflicts of law provisions.

**Change in Terms.** Plains Commerce Bank has the right to deny, modify or terminate this agreement at any time. We will comply with any notice requirements under applicable law for such changes or termination. If we terminate The Agreement, no further Online Banking transfers will be made. If we modify The Agreement, your continued use of Online Banking Services will constitute your acceptance of such changes in each instance.

**Definitions.**

**You or your -** The Person(s) or Entity subscribing to or using Online Banking

**Consumer -** means an individual who obtains, through a transaction, products or services which are used primarily for personal, family, or household purposes, and also means the legal representative of such individual.

**Business -** means that the company or individual who obtains, through a transaction, products or services which are used primarily for business purposes.

**We, Us or Our -** Refers to Plains Commerce Bank

**Business Day -** Any calendar day other than Saturday, Sunday or any Federal Holidays recognized by Plains Commerce Bank.

**Privacy Notice -** Plains Commerce Bank understands how important privacy is to our customers. We have taken steps to ensure your security and privacy for your personal and financial dealings with the bank.

**Internet Service.** Online Banking allows you to access your accounts via the internet 24 hours a day, seven days a week except during maintenance periods. You can complete transfers between your accounts as well as obtain account information.

**Transfers.** Real time transfers initiated through Online Banking before 6:00 p.m. CST on a business day are posted to your account the same day. Transfers initiated after 6:00 p.m. CST on a business day, Saturday, Sunday, or Federal Holidays recognized by Plains Commerce Bank, will not post until the next business day.

**Scheduled Transfers.** Scheduled transfers initiated through Online Banking (either recurring or one-time) the earliest date will be next day. If you select a future date for a schedule transfer (either recurring or one-time) we will process the transaction on that date if that day is a business day. If the date you request for a future transfer is not a business day, we will process the transaction on the next business day.

**Cancel of Funds Transfer.** You may cancel or change a scheduled transfer by selecting and accurately

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completing the appropriate fields from the payment menu. Any instruction to cancel or change a scheduled transfer must be made by 6:00 a.m. CST on the date the transaction is to be processed. If you do not accurately complete the appropriate instructions prior to that time, we may process the transaction. Real time transfers cannot be canceled once they are submitted as they are processed immediately.

Mail (Secure Mail). Sending a secure mail message through Online Banking is a secure way to communicate with the bank. Secure mail messaging has provided an option for you to ask questions about your account(s) or to provide us comments on your banking service. The secure mail messaging capability is accessible after you sign on with your Username and password to a secure session with Online Banking. Despite our best efforts, messages sent by secure mail messaging may not be immediately received by the appropriate department of the bank. Please do not use E-mail or secure mail messaging to send us communications which need immediate attention.

E-Mail. Sending E-Mail is not a secure way to communicate with the bank. Despite our best efforts, messages sent by E-mail may not be immediately received by the appropriate department of the bank. Please do not use E-mail to send us communications which need immediate attention. An internet record that an E-mail has been "sent" or "received" is not verification that the E-mail has been received by the Bank. You cannot use E-Mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Online Banking.

### Accounts Accessible through Online Banking

- Checking Accounts
- Savings Accounts
- Money Market Accounts
- Certificates of Deposit
- Individual retirement Accounts (IRA)
- Loans
- Lines of Credit

### Through Online Banking you may:

- View account balances and transaction history
- Transfer money to pay your loans
- Transfer funds among your checking accounts, savings accounts, and money markets accounts.
- If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires. Plains Commerce Bank may offer new services for Online Banking from time to time. Plains Commerce Bank will notify you of these new services. By using these services when they become available, you agree to be bound by the terms and conditions, including applicable rules and regulations, which will be made available to you concerning these services.

Requirements. To access your accounts through Online Banking, you must have an Internet browser, an eligible Bank Account, and an e-mail address. Browsers such as, but not limited to Internet Explorer must be able to accept 256-bit encryption to access secure websites such as our Online Banking. Contact your Browser directly to download the latest

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version for continued access to Online Banking. To access your e-Statements you will need Adobe®, Acrobat® Reader installed; and for continued access, keep the most current version updated. Online Banking can be used to access only the Plains Commerce Bank accounts in which you are an owner or joint-owner. We undertake no obligation to monitor through Online Banking to determine that access is made on behalf of the account holder.

**Username and Password.** You accept responsibility for the confidentiality and security of your password and Username. For security purposes, we require that you create a Username of 6-19 characters and a password with 9-17 characters and require a combination of at least one upper- and lower-case letter, one numeric and one special character. Please remember that your Username and password are CaSe SensiTive. Please do not share your USERNAME and PASSWORD for security purposes.

**Unlawful Internet Gambling Notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**Security.** You are responsible for the installation, maintenance and operation of your computer and all software. Plains Commerce Bank is not responsible for any errors or failures from any malfunction of your computer or any software, and the Bank is not responsible for any computer virus or related problems that may be associated with the use of an online system.

**In Case of Errors or Questions about Your Electronic Transfers (Consumer Accounts Only).** In case of errors or questions about your electronic transfers, call or write us at the telephone number listed in this disclosure, as soon as you can, if you think your periodic statement is wrong, or if you need more information about a transfer listed on your periodic statement. We must hear from you no later than 60 days after we sent the FIRST periodic statement on which the problem or error appeared.

Tell us your name and account number (if any).

Describe the error or 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 (five business days if the transfer involved a point-of-sale transaction and 20 business days if the transfer involved a 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 the transfer involved a new

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account, a point-of-sale transactions, or a foreign-initiate transfer) to investigate your complaint or questions. If we decide to do this, we will credit your account within 10 business days. (5 business days if the transfer involved a point-of-sale transaction and 20 business days if the transfer involved 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 questions in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before the account is opened.

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. If you have inquiries regarding your account, please contact us at:

Plains Commerce Bank Operations, 524 S Dakota Street, Aberdeen, SD 57401

Business Days: Monday, Tuesday, Wednesday, Thursday, and Friday. Federal Holidays observed by Plains Commerce Bank are not included.

Phone: (605)225-7548 OR (877)227-7548

Liability for Unauthorized Transfers (for Consumer accounts only). Tell us AT ONCE if you believe your password and Username has been lost or stolen, if someone has transferred or may transfer money from your account without your permission, or if your account statement shows transfers you did not make. A telephone call is the best way of informing us and of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days of your discovery of an unauthorized transfer, loss, or theft of your password, you may lose no more than \$50.00.

If you do NOT contact us within two business days after you learn of the unauthorized transfer, loss, or theft of your password, and we can prove we could have stopped someone from using the Username and password, you could lose as much as \$500.00. 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/delivered 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 the money if you had told us on time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account, including bill payment, on time or in the correct amount, according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
3. If there is a terminal or equipment failure of which you are made aware at the time you request a transfer.
4. If your telephone, Computer, Online Banking service, or Bill Pay service was not working properly and the equipment failure should have been apparent to you when you attempted to authorize a transaction.

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5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. If you have not properly followed the onscreen instructions for using Online Banking or Bill Pay or have provided us with wrong or inaccurate information.
7. If you have not properly given us complete, accurate, or current account number or other identifying information so that we can properly credit your account.
8. If you fail to notify us of any inaccuracy in any merchant list that has been set up on your account.
9. If you receive notice from a merchant or institution that any payment you have made through Online Banking and Bill Pay service remain unpaid, and you fail to notify us promptly of that fact.
10. If you or anyone authorized by you, commits any fraud or violates any law or regulation.
11. If you do not set up the payment soon enough for your payment to be received and credited by the payee by the due date.
12. There may be other exceptions stated in our agreement with you.

**Service Charges.** There is no charge to utilize Online Banking, however, you may incur additional charges per your deposit account agreement. You agree to pay any additional charges for services you request which are not covered by this agreement. You are responsible for telephone and Internet service fees you incur in connection with your use of Online Banking.

**Cancellation.** You may terminate Online Banking at any time by notifying us in writing that you are no longer using the service. Plains Commerce Bank reserves the right to cancel your Online Banking at any time and without advance notice if you incur excessive overdrafts or non-sufficient transactions or misuse the service(s).

**Non-usage.** For security purposes, your access to Online Banking will discontinue if you have not accessed the Online Banking service once every 180 days. You may regain access to Online Banking by completing the enrollment process.

**Retention.** This agreement should be printed and retained for future reference.

### Plains Commerce Bank Alerts Terms and Conditions

**Alerts.** Your enrollment in Plains Commerce 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 Plains Commerce 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. Plains Commerce 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

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text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Plains Commerce 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 41952/31727 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 Plains Commerce Bank Online Banking. For help with SMS text alerts, text "HELP" to 41952/31727. In case of questions please contact customer service at 877.227.7548. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** Plains Commerce 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 Plains Commerce Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Plains Commerce 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.

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