

GERMAN AMERICAN STATE BANK Online Banking Agreement

This Online Banking Agreement and Disclosure (“the Agreement”) sets forth your and our rights and responsibilities concerning the use of our Online Banking Product. In addition, it is used to inform you of appropriate uses of Online Banking to obtain information about your accounts, to transfer funds between your accounts, pay bills and other bank services available through the Internet and to inform you of certain rights that you have under the Electronic Funds Transfer Act.

In this Agreement, the words “you” and “your” mean those who sign as applicants or any authorized user(s). The words “we”, “us”, and “our” mean German American State Bank. By using Online Banking, you agree to all of the terms of this Agreement.

ONLINE BANKING FEATURES:

You may access your account information by using a specific Online User ID and password assigned to you. At the present time you may use the system to:

General Online Banking

- Perform account inquiries on checking, savings, certificate of deposits and loan accounts
- Obtain statement transaction detail on your accounts
- Internal Transfers - Transfer funds between your German American State Bank checking, savings, and/or loan accounts
- External Transfers - Transfer funds between your German American State Bank account and a deposit account at another financial institution
- Make payments to loan accounts
- View electronic statements
- Initiate instructions for placing a stop payment
- Set up Alerts
- Send secure e-mail messages to Bank personnel
- Update email address and other personal information

Bill Payment

Use German American State Bank Online Banking to initiate payments to any merchant or vendor you choose through the Bill Pay option or make Person to Person (PRP) payments. The terms and conditions for paying bills using Online Banking, including any limitation on the amount and frequency, can be found in the German American State Bank Bill Pay Agreement.

External Transfers

Within Mobile Banking you may separately add/enroll non-German American State Bank deposit accounts in our External Transfer service (“Service”). This Service allows you to transfer funds between your linked personal deposit accounts at German American State Bank and certain deposit accounts at other financial institutions. An inbound transfer moves funds into an account at German American State Bank. An outbound transfer moves funds from an account at German American State Bank to an account outside of German American State Bank. You will need to add each of your non-German American State Bank accounts that you wish to use for this Service. You agree that you will only attempt to add accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this Service will be verified in accordance with German American State Bank procedures. The verification process must be completed by you prior to using the Service. You will have 7 days after

enrolling an account to complete the verification process. Verification instructions are displayed to you during the enrollment process.

By adding an account in external transfers, you authorize German American State Bank to initiate an electronic debit entry to the external financial institution account designated. You acknowledge that this ACH transfer must comply with U.S. Law. You acknowledge that this ACH transfer must comply with U.S. Law. German American State Bank reserves the right to revoke this authorization at any time. Recurring authorizations will remain in effect *until revoked by you in writing or via the German American State Bank mobile banking app*. Revocation will not affect prior transactions. Any revocation must be submitted in writing to German American State Bank 100 Church Street, PO Box 89, German Valley, IL 61039 or canceled through the Bank's mobile banking app at least three (3) banking days prior to the next scheduled transfer date.

Funds requested to be transferred will be debited/credited to your German American State Bank account the business day following the day you initiate the transfer, provided you have met the bank's cutoff time for submitting External Transfers. In the case of a future dated or recurring transfer, these time limits will be the business day following the scheduled date of the transfer. The cutoff time for initiating transfers is 3:30 p.m. Funds requested to be transferred will be debited/credited to the non-German American State Bank account according to the receiving financial institutions availability and transaction processing schedule. You agree to maintain a sufficient balance in the external financial institution's referenced deposit account to fund the full debit amount on each scheduled transfer date.

Request for immediate transfers of funds cannot be cancelled. Future dated and recurring transfers can be canceled by 3:30 p.m. the day prior to the scheduled transfer date. If the transfer status is In Process, Pending, or Processed, you cannot cancel the transfer.

Transfers are subject to the following limits unless otherwise agreed upon by you and German American State Bank:

1. Five inbound transfers per day not to exceed a total of \$2,500
2. Five outbound transfers per day not to exceed a total of \$2,500

The above limits apply to the total of all External Transfers of a specific type for all accounts enrolled in the Service. We reserve the right to establish and assign to you limits for external transfers and to modify such limits from time to time in our sole discretion, and you agree to comply with all such limits.

Cash Management Features (Commercial customers only)

These features are in addition to those listed above.

- Initiate tax payments via the EFTPS system
- Create NACHA formatted files (ACH Receipts/ACH Payments/Collection)
- Add/Manage Users

FEES AND CHARGES:

Personal

- We currently charge NO FEE for Online Banking
- There is NO FEE for Bill Pay; although, charges may apply for serviced offered within bill pay.
Refer to the German American State Bank Bill Pay Agreement
- Standard check fees will be assessed when check orders are processed

- Standard stop payment fees will be assessed when stop payment orders are processed

Commercial

- We currently charge NO FEE for Business Online banking without Cash Management Services
- There is NO FEE for Bill Pay; although, charges may apply for serviced offered within bill pay
- Standard check fees will be assessed when check orders are processed
- Standard stop payment fees will be assessed when stop payment orders are processed
- Commercial Cash Management fees are billed monthly per the Cash Management Agreement for Electronic Payment ACH Entries

We reserve the right to change our fee schedule from time to time and to charge your account, in accordance with the fee schedule that will be provided to you, prior to assessment.

PREAUTHORIZED PAYMENTS.

Right to stop payment and procedures for doing so. 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 (815) 362-2310 or write to us at German American State Bank, PO Box 89, German Valley, IL 61039 in time for us to receive your request 3 business days or more before your payment is scheduled to be made. If you call, we will also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a \$33.00 stop payment fee.

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 3 business days or more the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

LIMITATIONS ON FREQUENCY AND AMOUNT:

There are no limits on the number or dollar amount of Internal transfers or payments you make from your German American State Bank deposit and/or loan accounts. Refer to the External Transfer section above, for limitations on External Transfers. Balances shown online are as of close of business for the prior day. Balances may include deposits subject to verification by us. The balance may also differ from your records due to deposits in process, outstanding checks or other withdrawals, payments or charges. We have the right to cancel transactions if sufficient funds are not available in your account.

USER ID AND PASSWORD:

The User ID and password issued to you is for your security purposes. Your password is confidential and should not be disclosed to third parties. You are responsible for safekeeping your password. You may change your password or security settings on the Settings tab at any time. You may also change your password at any time by choosing Forgot Password on the login page. You will be prompted to provide a One Time Pin (OTP) that is sent via SMS (text message) to your mobile device when you request a password change. For security purposes, the system will automatically prompt you to change your password if you have not changed it in 180 days. You should carefully select a password that is hard to guess. (We suggest that you stay away from names, dates, and information that may be easily guessed.)

You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts.

In order to ensure the security of your records, we will end your online session if we have detected no activity for 10 minutes. This is to protect you in case you accidentally leave your computer unattended while you are logged on. When you return to your computer, simply re-enter your user id and password and continue your session.

NO SIGNATURE REQUIREMENT:

When any payment or other online service generates items to be charged to your account, you agree that we may debit the designated account without requiring your signature on the item and without any notice to you. No signature will be required for Address Changes submitted through Online Banking on the Settings tab.

NOTICE OF LIABILITY (CONSUMERS ONLY):

Tell us AT ONCE if you believe your online banking User ID and/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 (2) business days after you learn of the loss or theft of your user ID and/or password, you can lose no more than \$50.00 if someone used your user ID and password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your user ID and password, and we can prove that we could have stopped someone from using your user ID and password without your permission if you had told us, you could lose as much as \$500.00.

If your statement shows transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or made available to you electronically, you may not get back any money lost after the sixty (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 give someone your German American State Bank Online Banking User ID and/or Password, you are authorizing that person to use your Online Banking Services, and you are responsible for all transactions the person performs using your Online Banking Services. All transactions that person performs, even those transactions 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.

If you believe that your User ID and/or password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (815) 362-2310, or write to us at German American State Bank, 100 Church Street, P.O. Box 89, German Valley, Illinois 61039. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

BUSINESS DAYS:

Monday – Friday

Federal holidays are not included.

CUTOFF TIMES:

The following cutoff times pertain to specific Online Banking features. Transactions received after the cutoff time will be posted the following business day.

Internal Transfers - Any transfer of funds between German American State Bank accounts made after 5:00 p.m. CST on a business day will be processed the following business day.

External Transfers – Any transfer of funds between German American State Bank accounts and an account at another financial institution made after 3:30 p.m. CST on a business day will be processed the following business day.

Bill Payments - To ensure that payment is properly credited to your account prior to the payment due date, please refer to the German American State Bank Bill Pay Terms and Conditions.

DOCUMENTATION:**Periodic Statement:**

You will get a monthly account statement from us on your checking and money market accounts and a quarterly statement on your savings account unless based on EFT activity you qualify for a monthly statement.

Confirmation or Receipt:

A confirmation or receipt will be displayed at the time you make a transfer, submit a bill payment, initiate cash management transactions, or submit instructions for stop payments. Should you wish to discontinue receiving notices by electronic means, call (815) 362-2310, or write to us at 100 Church Street, PO Box 89, German Valley, IL 61039 with your request. This confirmation or receipt should be printed and kept for your records.

OUR LIABILITY FOR INCOMPLETE TRANSACTIONS (CONSUMERS ONLY):

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. 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 cover the transaction
- If the money in your account is subject to legal process or other claim restricting such transaction
- If the transaction would go over the credit limit on your overdraft line or home equity line of credit
- If the terminal or system was not working properly and you knew about the breakdown when you started the transaction
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken
- If any information provided by you about the payee on a bill payment is incorrect
- If there are any delays in handling the payment by the payee
- If there is an allegation of fraudulent activity on the account

IN CASE OF ERRORS OR QUESTIONS (CONSUMERS ONLY):

Telephone us at (815) 362-2310, or write to us at 100 Church Street, PO Box 89, German Valley, Illinois 61039 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 sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number
- 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
- Confirmation or Receipt number

For bill payment errors tell us:

- Checking account number used to pay the bill
- Payee name
- Date the payment was sent
- Confirmation or Receipt number
- Payment amount
- Payee account number

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days, (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 forty-five (45) days 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 the transfer involved a new account) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within 10 business days, we may not credit your account. If we decide that there was an error, we will send you a written explanation of our findings within three (3) business days after we finish our investigation. You may request copies of the documentation that we use in our investigation. If a notice or error involves and electronic funds transfer that was initiated in a foreign location, involved a new account, or was a point-of-sale transaction, the applicable time period for action shall be (90) calendar days in place of forty-five (45) calendar days. An account is considered a new account for 30 calendar days after the first deposit is made, if you are a new customer.

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. If your account has been provisionally credited for the error, your account will be debited for the amount of the provisional credit. You may request copies of the documentation that we used in our investigation.

CONFIDENTIALITY:

We will disclose information to third parties about your account or the transaction you make:

- To complete transactions as necessary
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- To comply with government agency or court orders; or
- If you give us your written permission

SECURITY:

You agree and consent to participate in security features on the Website such as registering and answering security questions or changing your password, as requested by German American State Bank.

- You agree that (1) you will not engage in any activities related to the Website that are contrary to applicable law, regulation or the terms of any Agreements you may have with German American State Bank, and (2) in circumstances where locations of the Website require identification for process, you will establish commercially reasonable security procedures and controls to limit access to your password or other identifying information to authorized individuals.
- When selecting a password to access your German American State Bank accounts, please do not use nicknames or birth dates that may be easy to guess. Use a combination of letters and numbers, change your password periodically, never share your password with anyone and always log off the site when you are finished.
- Links to non-German American State Bank websites are provided solely as pointers to information on topics that may be useful to the websites, and German American State Bank has no control over the content on such non-German American State Bank websites. If you choose to link to a website not controlled by German American State Bank, German American State Bank makes no warranties, either expressed or implied, concerning the content of such site, including the accuracy, completeness, reliability or suitability thereof for any particular purpose, nor does German American State Bank warrant that such rights of third parties or that such site or content is devoid of viruses or other contamination. German American State Bank does not guarantee the authenticity of documents on the internet. Links to non-German American State Bank sites do not necessarily imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such sites, or any representation regarding the content at such sites.
- German American State Bank reminds you that the internet lacks inherent security for commercial transactions and therefore German American State Bank cannot and does not guarantee that downloads from this site will not contain a virus or other destructive device. Additionally, you provide, request and receive information from this site with the knowledge that such information can be intercepted and/or viewed by unknown third parties. Please contact us at 815-362-2310 with any questions you may have regarding the above information and disclaimers. Features and services availability are subject to change without notice.

POTENTIAL DISRUPTION OF SERVICE:

Access to the website may from time to time be unavailable, delayed, limited or slowed due to, among other things:

- Hardware failure, including among other things failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment;
- Software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs unreadable codes, or irregularities within particular documents or other content;
- Overload of system capabilities;
- Damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;
- Interruption (whether partial or total) of power supplies or other utility of service;
- Strike or other stoppage (whether partial or total) of labor

VIRUS PROTECTION:

German American State Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

CHANGES TO YOUR CONTACT INFORMATION:

It is solely your responsibility to assure that the contact information you have provided to us is current and accurate. This includes your name, address, phone numbers, e-mail address and changes to your online banking ID. Changes can be made using the Settings tab once you've logged on to Online Banking or by contacting us at 815-362-2310.

NOTICES:

All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations. To request a paper copy of any disclosure, notice or other document, contact us at 815-362-2310. Depending upon the type of copy requested there may be a fee.

ENFORCEMENT:

In the event either party brings a legal action to enforce this Agreement or collects amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

TERMINATION:

You agree that we may terminate this Agreement if:

- You or any authorized user of your password breach this or any other Agreement with us;
- We have reason to believe that there has been an unauthorized use of your account or password;
- We notify you or any other party to your account that we have canceled or will cancel this Agreement
- You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

You may voluntarily terminate your access to Online Banking services and withdraw your consent to this Agreement by calling us at 815-362-2310. If you terminate your access and/or withdraw our consent to this agreement, you will no longer have access to any Online Banking services. All applicable provisions of the Agreement shall survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, and indemnification.

SECURITY STATEMENT

German American State Bank employs the latest in Internet Security and User Authentication to ensure that data being transmitted through the Online Banking System (OBS) is secure from unauthorized access. A brief overview of security controls are provided below.

Logical Security

German American State Bank's OBS system utilizes a defense-in-depth security model. This means that there are many layers of security controls in place to protect confidential information. A multi-layered router and firewall architecture effectively isolates confidential information from internet access. The OBS (Online Banking System) network is properly segmented using VLAN's Sub-Net, and Network Address Translation, and it utilizes the latest industry standards and protocols for secure communication (i.e. VPN, SSL, IPSec, etc.) We proactively monitor and manage detection of vulnerabilities and security events, and immediately take the proper corrective actions. User ID's are unique to each user and strong password criterion is required. Password changes are required every 180 days and are enforced via an automatic expiration response that prevents repeated or reuse of passwords.

Data Security

As a result of the Graham-Leach-Bliley Act (GLBA), financial institutions are required to ensure data privacy. German American State Bank's OBS has deployed a comprehensive Public Key Infrastructure (PKI) to meet these regulatory requirements for transmitting sensitive information. The OBS's PKI is a cohesive system of effective policies, processes and encryption technologies (i.e. PGP, Entrust, VeriSign etc.) that all work together to confirm user authenticity and ensure data confidentiality and integrity. By combining the latest technology with authenticated access, German American State Bank makes your Online Banking transactions secure.

Secure Data Transfer, Router and Firewall

Once the server session is established, the user and the server are in a secured environment. Requests must filter through a router and firewall before they are permitted to reach the server. With the use of these technologies, your Online banking transactions are secure.

COMPLETE AGREEMENT:

This Agreement represents the sole and exclusive agreement between you and us regarding Online Banking services and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof.

4.2022