

## **Meadows Bank Online and Mobile Banking Agreement**

This Online Banking Agreement states the terms and conditions that apply when you use Meadows Bank's Online Banking System and Bill Pay Service. These terms and conditions are in addition to those that apply to any account you have with us or any other service you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this Agreement. This Agreement is also subject to applicable federal and state laws. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

"You" and "your" mean each person who establishes an online banking account with us, or who uses or is authorized to use a Meadows Bank Online Log in ID and password (or other means of access we establish or approve). "We," "us," and "our" refers to Meadows Bank (the Bank).

Please read this Agreement carefully. You agree to be bound by the terms and conditions contained in this agreement. Online banking transactions are additionally governed by any other separate agreement(s) you may have with us, including, but not limited to, the Account Agreement, Signature Card and the Fee Schedule.

Online Banking Services: You may access your account information by using a specific Internet User ID and initial password assigned to you.

The Online Banking Service allows you to:

- Transfer funds between your accounts
- Obtain balance information on your accounts
- Review transactions on your accounts
- Make loan payments
- Online Bill Payment (optional)
- Obtain copies of statements
- Make Stop Payments (Your Stop Payment Order will expire after 14 days if you do not confirm your Order in writing to the bank.)
- Obtain copies of cancelled checks/deposits collectively, these services are referred to as Meadows Bank Online Banking.

Notification of the availability of additional online banking services will be made on the Bank's website: [www.meadowsbank.bank](http://www.meadowsbank.bank).

Fees and Charges:

- There is no charge or fee for our general Online Banking features
- Normal bank fee of \$20.00 will be charged for Stop Payments.
- Online Bill payment fees are tailored to fit your needs and are described in detail further in this agreement.

**Account Balances:** Account balances are available through The Online Banking Service for your linked checking, savings, money market accounts and certificates of deposit. Information about lines of credit and loans is also accessible. Online Banking lists your current and available account balance at the time of access. The available balance consists of funds that are readily available for withdrawal. Balances may include deposits that may be subject to verification by us.

**Business Days and Hours of Operation:** The services are available 24 hours a day, 7 days a week. However, Meadows Bank Online Banking may be temporarily unavailable due to record updating, technical difficulties, or special maintenance periods. For purpose of transactions, Meadows Bank business days are Monday through Friday, excluding holidays as determined by us. All online transaction requests received after 6:00 p.m. on business days, and all transactions which are requested on Saturdays, Sundays or holidays will be processed on the next business day. All references to time in this document are Pacific Standard Time (PST).

**No Signature Requirement:** When any payment or other online service generates items to be charged to your account, you agree that we may debit your designated account without requiring your signature on the item and without notice to you.

**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 the safekeeping of your password. For security purposes, the system will automatically prompt you to change your password the first time you log in. You may change your User ID or password at any time while logged in to Meadows Bank Online. The system will automatically prompt you to change your password every 90 days. You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts.

**Sessions:** A "session" is completed when you click on the "Exit" button, close your browser, or move to a web site outside the secure socket layer established by the Bank. The session may also be terminated if there is no activity within a set amount of time. In the event of a communications error, the session is terminated automatically. If you have not completed your transaction before the session is terminated, you must begin the transaction again from the beginning. You should be careful to Exit (sign off) after each use of the Online Service to avoid providing unauthorized access to your account by other persons who might have access to the computer on which you conducted your session.

**Documentation and Verification of Payments and Transfers:** Upon completion of a transaction using Online Banking, a confirmation number (for transfers) will be given. You should record this number, along with the scheduled date and transaction amount in your checkbook register (or other permanent record), because this will help in resolving any problems that may occur. No printed receipts are issued through Online Banking.

**Bill Payment Services:** You may enroll online for Bill Pay by designating the account from which payments are to be made, and agreeing that we will charge your account for those payments. By using our Bill Payment service you agree that based upon instructions received under your password, we can charge your designated account by electronic transfer or by debiting and

remitting funds on your behalf. All Bill Pay payments are made from your designated checking account. You have the option to pay by paper check or electronically. You may make payments to businesses, merchants, or professionals for products and/or services. You also may make payments to individuals, family or friends for non-business purposes. Payments may be made only to payees with a U.S. payment address. You may not make a payment to any governmental entity or court-directed payments through Bill Pay. When setting up a new payee with the electronic payment option, your payee must already be established in the system's electronic payee database. Be sure you have chosen the correct payee from the look-up option 'Search Electronic Payees' and that you have entered your account number correctly (without dashes or spaces). Please be aware that companies may not be able to be paid electronically when you first attempt to set them up with Bill Pay, but may be added to the list in the future. Remember that you must have sufficient funds available at the time an electronic payment is processed. Electronic payments will not be sent if funds are not available. If you pay a bill by check (paper), the check will be mailed from our processing center in Houston to your payee. The check will post against your account after it has cleared through the banking system, as if you had written the check manually. Meadows Bank will require written notification, if you wish to remove or cancel Bill Pay. Requests for payments to third parties through Bill Pay made before 10:00 a.m. (PST) on a business day are processed that day. Bill Pay requests after 10:00 a.m. on a business day, or on a non-business day, will be processed the next business day. Recurring payments set up by you through Bill Pay, that fall on a non-business day will be processed the following business day. Remember that payments are processed (sent) on the date you specify, however we cannot guarantee when your payee will receive your payment or credit your account. Typically, electronic payments are received in two business days and check (paper) payments mailed through the U.S. Postal Service are typically received in five business days, so plan accordingly. You should also allow additional time for the first payment you send to a payee through Bill Pay to allow the payee to adjust to the new form of payment. You understand and agree that we are not responsible for the timely delivery of postal mail or the improper transmission or handling of payments by a third party such as the failure of the Bill Pay payee to properly post a payment to your account. To cancel a bill payment that you have scheduled through Bill Pay, you must cancel the payment online the day before the date that the payment is scheduled to be processed. If you enter and schedule a payment for the current day, you have until 10:00 a.m. to edit or delete the payment.

**Errors or Questions:** If you have a question about an Online Banking transaction, or if you believe there is an error on your statement, please contact us immediately. You may telephone us at 702.471.BANK (2265) or write us at Meadows Bank 8912 Spanish Ridge Ave Suite 100 Las Vegas, NV 89148 we must hear from you no later than 60 days after we sent you the first statement on which the problem of error appeared. When you report the error: Tell us your name and account number. 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. We will tell you the results of our investigation within 10 business days after we hear from you (20 days if the transfer involved a new account) 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 (90 days if the transfer involved a new account or foreign

initiated transfer). 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 have the 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 hear from you within ten (10) business days, we may not credit your account. If we decide that there was no error, we will send you a written explanation of our findings within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If you are a new customer, an account is considered “new” for 30 days after the first deposit is made.

**Confidentiality:** We will only disclose information to third parties about your account or the transfers you make:-where it is necessary for completing transfers, or-to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or to comply with a government agency or court orders, or-if you give us your written permission.

**Privacy:** The Bank recognizes that our customers visiting our online website have an expectation of privacy in their dealings with us. For these reasons, the Bank takes its responsibilities for the protection of the security and privacy of customer information seriously. Our privacy policies are described in the Bank’s Privacy Notice available at any branch or on our website.

**Your Responsibility:** You are responsible for all transfers that you authorize using our Online Banking services. If you permit other persons to use the Online Banking services or your password, you are responsible for any transactions they authorize from your accounts, whether or not you intended that they perform these transactions. Transactions that you initiate, or someone acting with your permission, with fraudulent intent will also be authorized transactions. You authorize the Bank to act on all transactions received under your User ID and password and to deduct any service charges directly from your account balance. You also agree to be liable for any account shortage resulting from charges or overdrafts. This includes liability for the Bank’s costs to collect the deficit, including reasonable attorney’s fees. Notify us AT ONCE, if you believe your Online Banking password and/or User ID has been lost, stolen, compromised, or used without your permission, or if you believe, someone has discovered your Online Banking password. The best way to minimize your losses is to telephone the Bank directly at 702.471.BANK (2265).

**Contact in Event of Unauthorized Transfer:** If you believe, your Online Banking password has been lost or stolen or that someone has transferred or may transfer money from your account(s) without your permission, telephone us during business hours at 702.471.BANK (2265).

**Our Responsibility:** We are responsible for completing transfers on time according to your properly entered and transmitted instructions. However, we will not be liable: If you negligently or intentionally share your ID and password, or you do not report immediately any known theft of your ID and password, leading to unauthorized access to accounts. If circumstances beyond our control (such as fire or flood) prevent the transaction or transfer despite reasonable precautions we have taken. If you leave your computer unattended in the middle of a banking session that results in unauthorized access to your account(s). If you do not sign-off (exit) after completing your banking sessions before visiting other Internet sites. If your input error is the cause of a

problem. If, through no fault of ours, you do not have enough money in your account to make the transfer. If withdrawals from any of your Online Banking services accounts have been prohibited by a court order such as a garnishment or other legal process. For direct, indirect, incidental, special, consequential, economic or other damages arising out of Online Banking. For loss, property damage or bodily injury, whether caused by equipment, software, Bank, Internet browser or Internet access provider.

Statements: We will mail you statements for your bank accounts with the frequency described in the Account Information and Terms brochure. Your statement will include any transfers you authorized using the Online Banking services.

Termination: This Agreement remains in effect until either you or we terminate it. You may terminate this Agreement by notifying us via our Electronic Banking e-mail service (hereforyou@meadowsbank.com), by calling 702-471-BANK or by mail. We may terminate this Agreement and your participation in Online Banking at any time, for any reason, including non-usage or inactivity. Although we will try to notify you in advance of our termination, we are not obligated to do so. If you terminate this Online Banking Agreement, you authorize us to continue making transfers you have previously authorized up to three (3) Business Days after our receipt of your cancellation request. If you choose to terminate this Agreement and want to ensure that outstanding authorized transfers are not made, you should cancel all scheduled transfers prior to notifying us that you are discontinuing this service. Please note that your cancellation of the Online Banking under this Agreement does not terminate your Bank accounts. Conversely, if you close your designated Bank account(s), your Online Banking services will end, and all unprocessed transfers will be canceled.

Miscellaneous: Your right to use the Online Services is not transferable. Any User ID or password, or right given to you to obtain information, documentation, or services is not transferable. You are responsible for compliance with applicable federal, state, and local laws and regulations. This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent, no such applicable federal law or regulation exists, by the laws of the State of Nevada. We are not responsible for any electronic virus or viruses that you may encounter. We encourage our Online Banking users to routinely scan their PC, CD's and diskettes using a reliable anti-virus product to detect and remove any viruses.