



**Fowler State Bank
EZ Access Internet Banking Agreement
And Disclosure Statement**

Introduction

Thank you for your interest in the Fowler State Bank EZ Access Internet Banking service (the “Service”). This Agreement and Disclosure Statement (the “Agreement”) provides information about the Fowler State Bank online banking service and contains the disclosures required by the Electronic Funds Transfer Act. Please review the following disclosure information. Once you have completely reviewed the information complete the last page of the Agreement and mail the entire Agreement to the address provided on the last page. Your signature indicates your agreement with the terms and conditions set forth in this Agreement.

For purposes of this Agreement, each reference in the Agreement to “we”, “us”, or “our” refers to Fowler State Bank, and each reference to “you”, and “your” refers to each depositor, borrower, authorized signer, or authorized user for a deposit or loan account, who is now or hereafter enrolled in any one or more of Fowler State Bank online banking services with respect to a deposit or loan account.

A. ACCEPTANCE OF BANK TERMS AND CONDITIONS

I may become eligible for the Service by submitting the Fowler State Bank EZ Access Enrollment Application (the “Enrollment Application”).

You agree to use the Service solely for the services described in the Agreement and designated by you in the Enrollment Application, and solely in connection with each deposit and loan account (collectively, the “Accounts”), except as otherwise expressly provided in this Agreement or as otherwise expressly permitted by us from time to time. Under this Agreement, there may be multiple accounts. Each time you use the Service, you agree to the terms of this Agreement and any additional terms and conditions that we may send you as an addenda to the original Agreement. This Agreement will be effective as of the date we issue you a User ID and Password (the “User ID” and “Password”).

B. DEFINITIONS

The following definitions apply in this Agreement.

“**Agreement**” is Fowler State Bank’s EZ Access Internet Banking Agreement and Disclosure Statement.

“**Online Banking**” is Fowler State Bank’s Internet-based service providing access to your Online Account(s).

“**User ID**” is a series of 6 numbers or letters that you select as a code used in conjunction with a password to establish your connection to the service.

“**Password**” is a series of 8 to 16 numbers, letters, and special characters that you select as a code used in conjunction with a User ID to establish your connection to the service. Your password must consist of at least one numeric, one alpha, and one special character.

“**Online Account**” means any Fowler State Bank account from which you will be obtaining information or conducting transactions using the service.

“**Service**” shall mean, individually or collectively, Fowler State Bank service or any other service offered under this agreement.

“**Time of Day**” references are to Eastern Time Zone, unless otherwise indicated.

“**We,**” “**us,**” “**the bank**” or “**our**” refer to Fowler State Bank or one or more of its affiliates, which provides or will provide the Service offered under this Agreement.

“**Business Days**” are Monday through Friday, except weekdays that Fowler State Bank is not open for business.

“**Service Provider**” is FISERV Inc, core processor.

C. HOURS OF OPERATION

You may access the Service 24 hours a day, seven days a week; except that Fowler State Bank cannot guarantee that the Service will always be available during these times. Fowler State Bank cannot guarantee that we will be able to provide notice of such interruptions and changes, although we will attempt to provide such notice. In addition, access to the Service is made available pursuant to a license agreement by and between Fowler State Bank and Fiserv, Inc. Any interruption of service or access caused by the Service Provider will also prevent your use of the Service or performance of the Service.

D. SECURE ACCESS TO SITE

Fowler State Bank believes the safety and security of its customers' accounts and account information is important. To ensure protection of your Accounts, you must access the Service via a personal computer with your User ID and Password. We will assign you a User ID and Password after we have accepted your signed Enrollment Application. When you first access the Service, you will be required to select a new User ID and Password. You may change your Password from time to time, as provided in the software. We recommend that you not use your social security number, birthday, name, or other code that may be easy for others to determine as your Password. No Fowler State Bank employee will ever ask you for your Password, nor should you provide it to anyone. **YOU AGREE TO KEEP YOUR PASSWORD CONFIDENTIAL. USE OF THE PASSWORD BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION WILL BE CONSIDERED THE SAME AS YOUR WRITTEN SIGNATURE AUTHORIZING US TO COMPLETE ANY TRANSACTION OR REQUEST COMMUNICATED THROUGH THE SERVICE.** You agree that any Fowler State Bank online banking request initiated by use of the Password will be subject to and governed by this Agreement. Thus, we urge you to maintain the safety and security of your User ID and Password.

If you authorize another person to use your User ID and Password, that person can use the Service to perform any of the functions that you may perform. For example, that person may view any information or initiate any transaction on any of your Accounts to which that person does not otherwise have access. We encourage you not to share your User ID and Password with other parties. You agree to assume responsibility for all transactions initiated through the Service with your User ID and Password, up to the limits allowed by applicable law. In addition, if you allow another person or business to store your User ID and Password on their computer, the stored information may be at risk of unauthorized access from third parties. Fowler State Bank has not authorized any outside company to request or use your User ID and Password for any purpose, on the Internet or otherwise.

Once you are finished with your online banking activity, you should properly exit the Service by clicking on Log Off. You also agree to never leave your computer unattended while accessing the Service. If you should, a third party may be able to access your Accounts from your terminal without ever needing to use your User ID and Password.

E. IF YOUR PASSWORD HAS BEEN LOST OR STOLEN

If a third party should gain access to your User ID and Password, you alone are responsible for changing the Password to deny the third party's access to your banking information. We also require that you keep a record of what information you shared, and as always, that you carefully monitor and review the activity in your Account.

If you believe your Password has been lost or stolen, contact Fowler State Bank immediately at (765)884-1200 or (800)439-3951, 8:30 A.M. to 3:00 P.M., Monday through Thursday and 8:30 A.M. to 6:00 P.M. on Friday. Contacting Fowler State Bank via telephone is the best way of minimizing your losses. You may also restore the security of your Service by changing your Password. If you believe your Password has been lost or stolen and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone uses your Password to conduct unauthorized electronic funds transfers. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password to conduct unauthorized electronic funds transfers had you told us prior to the end of the 2-day period, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 day period if we could have stopped someone from taking the money had you told us prior to the end of the 60 day period.

F. ONLINE BANKING SERVICES

As indicated by the Enrollment Application, you may use a variety of services offered by Fowler State Bank via the Service. You may sign up for or cancel any service by contacting Fowler State Bank via telephone. As used in this Agreement, the term "electronic fund transfer" has the meaning provided for that term in Regulation E and includes, without limitation, a bank transfer or loan payment (other than a loan payment made by check or other paper item), as these items are defined below.

1. Online Services

You may use Fowler State Bank's Internet Banking to perform any of the following services:

1. To transfer funds between any Deposit Account, such as checking, savings, and money market;
2. To transfer funds from any Deposit Account to a loan with Fowler State Bank;
3. To receive and download balance and transaction information on your Fowler State Bank accounts;
4. To change your password

As used in this Agreement, the term "electronic fund transfer" has the meaning provided for that term in Regulation E and includes, without limitation, a bank transfer or loan payment (other than a loan payment made by check or other paper item), as these items are defined in Account Transfers.

2. Account Transfers

i. Accounts: You may use the Service to initiate electronic funds transfers from a checking, savings or money market deposit account to any other deposit account at Fowler State Bank. These types of transactions are referred to in this Agreement as “bank transfers.”

ii. Authorization: You expressly authorize Fowler State Bank to debit the appropriate Account in the amount of any bank transfer initiated through the Service by you or by any other person whom you authorize to use your User ID and Password. You agree that we may treat any such bank transfer from an Account the same as a duly executed written withdrawal, transfer, or check and that we may treat any such bank transfer to an Account the same as a deposit, all in accordance with the terms of this Agreement and your deposit agreement(s) with us.

iii. Limitations: Bank transfers between accounts may be limited by federal law or by the terms of your deposit agreement with us. Bank transfers from Accounts that are savings or money market deposit accounts are limited as required by federal regulation. For statement savings and money market accounts you may not make more than 6 transfers per statement period by pre-authorized or automatic transfer, by telephone or on-line banking. However, no more than 3 transfers may be by check, draft, or debit card. You agree that we may, without notice or other obligation to you, refuse to make any bank transfer for security reasons or as otherwise expressly provided in this Agreement or your deposit agreement with us.

iv. Posting and Availability of Funds: If you authorize a bank transfer of available funds on or before 6:00 P.M. Central Time Zone on a business day, the bank transfer will be posted the same business day. If you authorize a bank transfer after 6:00 P.M. Central Time Zone on a business day, the bank transfer will be posted the next business day. Transferred funds will be available for withdrawal on the business day the bank transfer is posted. Please note that intervening holidays may alter the day of posting.

3. Access to Account Information

You may use the Service to receive, download, store, or print information regarding an Account that is routinely set forth in the statement for the Account, debits and credits made to the Account, amounts and item numbers for items drawn on the Account (if applicable), and the daily Account balance (including interest credited to an Account and finance charges accrued on a Loan). All account information provided via the Service will be current as of the end of the preceding business day, and is subject to further adjustment and correction. Because the information is made available to you as “raw data” furnished through the Service Provider and is subject to change, we cannot assure you of the accuracy or completeness of the Account information and expressly disclaim the same. Fowler State Bank will continue to send the usual periodic statement of account to you. Please note that adjustments may have been made to your Account in connection with the preparation of your statement.

4. Additional Service

Fowler State Bank may introduce new services or change the scope of our services from time to time. Fowler State Bank will notify you of the existence of the new services. By using these services when they become available, you agree to be bound by the terms, rules and other instructions that will be made available to you concerning those new services.

G. FEES

Access to the Service is currently furnished at no charge to the customer. Currently, Fowler State Bank does not charge a set-up fee for the Service. Fowler State Bank does not charge for viewing your Accounts, or completing transfers to and from your individual Accounts.

You will be solely responsible for all tariff, duties, or taxes imposed by government or governmental agency in connection with any transfer made pursuant to this Agreement and for all telephone charges, Internet access service charges, tools tariffs, and other costs for online sessions initiated by you. There may be other costs and charges associated with your accounts. Please refer to your deposit account disclosure for details.

H. ERRORS AND ADJUSTMENTS

In case of errors or questions regarding transactions through the Service, contact us as soon as possible at (765)884-1200 or (800)439-3951, or write us at Fowler State Bank, P O Box 511, Fowler, Indiana 47944. We must hear from you no later than 60 days after we sent the first account statement on which the problem or error appeared. Please provide us with (i) your name and account number (if any), (ii) a description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need more information, and (iii) 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we conduct this investigation, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days we may not credit your account.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If a notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to the Account was made, the applicable time periods for the action shall be 20 business days in place of 10 business days.

I. SETTLEMENT OF OBLIGATION

To the fullest extent permitted by applicable law, you authorize us to obtain payment of your obligations to us under this Agreement from time to time by (a) initiating debit or credit transfer to any of your Accounts or (b) deducting the payment from the amount of any bank transfer or loan payment. Such obligations include, without limitation; fees owed to us and settlement for bank transfers or loan payments initiated through the Service. If an Account is closed (whether by you, by us, or otherwise), you agree that all such obligations will be immediately due and payable to us, and you authorize us to withhold the amount of any such obligations from any Account. Debiting an account or deducting payment from the amount of any bank transfer or loan payment is not Fowler State Bank's exclusive remedy under this or any other Section of this Agreement, and Fowler State Bank will not be deemed to have made an election of remedies by making any such debit or deduction on any one or more occasions.

J. DUTY OF CARE AND LIMITATION OF LIABILITY FOR TRANSFERS

Fowler State Bank is responsible only for exercising ordinary care in effecting transfers upon your authorization. If we do not complete the electronic fund transfer to or from an Account within 15 days or for the correct amount according to our agreement with you, we will only be liable for your direct losses or actual damages. In NO event shall we be liable for damages in the following instances:

1. If through no fault of ours, you do not have enough money in your Account to make the electronic fund transfer.
2. If you have not completely and properly complied with the terms of this Agreement or instruction provided by the software regarding how to make an electronic fund transfer.
3. If you do not initiate an electronic fund transfer according to the time limits set forth in this Agreement or if the payment amount requested is less than the full amount due.
4. If the electronic fund transfer has been transferred from the Account to a third party, including, without limitation, any third party through which payment is made and any payee or its financial institution.
5. If the hardware, the software, the Service Provider, or any part of the Service, including the loan payment service, was not working properly and you know about the breakdown when you started your electronic fund transfer.
6. If circumstances beyond our control such as an act of God, failure, delay, or error on the part of any Service Provider (including, without limitation, the online Service Provider, Fowler State Bank, Postal Service or any other delivery service), power outage, difficulty with telephone or cable lines or satellite communications, or any technical difficulty that might prevent or delay the electronic fund transfer.
7. If your funds are frozen or are subject to legal proceedings.
8. If the funds in the Account are unavailable (funds are only conditionally credited until they become available for withdrawal).
9. If your Password has been reported lost or stolen or if we have any other reason to believe that an electronic fund transfer may be erroneous or unauthorized, or if you default under this Agreement, the account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.
10. If you, any joint holder, or any authorized cosigner on an Account has requested that we stop payment of the electronic fund transfer.
11. If you have exceeded the limitations on the number of withdrawals or transfers allowed during the statement period of the type of Account you have with us (e.g., certain types of savings accounts, including money market deposit accounts).
12. If the Account has been closed.
13. If we do not receive the necessary transfer information from you or any third party, or if such information is incomplete or erroneous when received by us.

Our liability for electronic fund transfers made to or from Accounts is also governed by our Electronic Fund Transfers ("EFT") Disclosure. If any provision herein is inconsistent with any provision of our EFT Disclosure or any provision of applicable law that cannot be varied or waived by agreement, the provisions of our EFT disclosure or applicable law shall control. To the fullest extent permitted by applicable law, you agree that we will have no liability whatsoever for any loss, damage, or claim arising out of delay or failure in the performance of and Fowler State Bank online banking service in accordance with the terms of this Agreement, including but not limited to those described in this Agreement, except with respect to any provisions of the law applying to electronic funds transfer that cannot be varied or waived by agreement. In no event will Fowler State Bank be liable for a consequential, special, or punitive damages or for any indirect loss that you may incur or suffer in connection with the Service (even if Fowler State Bank has been informed of the possibility of such damages including, without limitation, attorneys fees). The Service Provider is an independent contractor and not Fowler State Bank's agent. Fowler State Bank's sole duty shall be to exercise reasonable care in the initial selection of the Service Provider. YOU ACKNOWLEDGE THAT NO EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE BY BANK WITH RESPECT TO ANY BANK ONLINE BANKING SERVICE OR THE SOFTWARE, AND BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES. The only warranties are those provided by the licensor of the software and set forth on the software package. To the fullest extent permitted by applicable law, and without limiting the generality of the foregoing, Fowler State Bank shall not be liable at any time to you or any other person for any loss, charge, penalty, expense or other damage resulting from any failure or delay of the performance of Fowler State Bank's reasonable control, including, without limitation, legal restraint, interruption of transmission facilities, the failure of mechanical or electronic equipment communications lines, telephone or other interconnect problems, or operator errors. Login sequences, severe weather, earthquakes, floods or other such events, or refusal or delay by the Service Provider or another bank or financial institution to execute any bank transfer or loan payment. In addition, Fowler State Bank shall be excused from any failure or delay in executing a bank transfer or loan payment, if such execution would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, you agree that Fowler State Bank shall not have any liability whatsoever for any loss caused by the act, error, or omission of you or any other person, including without limitation, the Service Provider, any internet access provider, or any intermediary or receiving financial institution, and no such person shall be deemed Fowler State Bank's agent.

There may be other exceptions stated in this Agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any indirect, incidental, exemplary or consequential damages.

K. REJECTION OF PAYMENT ORDERS; OVERDRAFTS

You acknowledge that Fowler State Bank or the Service Provider may from time to time, in its sole discretion, reject any bank transfer or loan payment request (any "Payment Order") or return any bank transfer or loan payment. If a Payment Order is rejected or a bank transfer or loan payment is returned, either Fowler State Bank or the Service Provider will notify you and you will have the sole obligation to retry the payment order in accordance with the terms of this Agreement and the software. Fowler State Bank or the Service Provider may from time to time, in its sole discretion and without any obligation to do so, execute any payment order or make any bank transfer or loan payment even though an overdraft to the account results. To the fullest extent permitted by applicable law, you agree that neither Fowler State Bank nor the Service Provider will have any liability whatsoever for refusing to accept any Payment Order. Any overdraft existing at the close of a business day is immediately due and payable without notice or demand.

L. DISCLOSURE OF DEPOSIT ACCOUNT INFORMATION TO THIRD PARTIES

You agree that we may from time to time disclose to third parties information about your Account or the transactions that you make through the Service. We may disclose public information to third parties about your Account or the transfers you make:

1. To complete transfers as necessary;
2. To comply with government agency or court orders;
3. If you give us your written permission; or
4. To affiliated Fowler State Bank companies.

M. OTHER AGREEMENTS; SEVERABILITY; GOVERNING LAW

The terms and conditions of the Agreement are cumulative with and in addition to any terms of the signature cards or account agreements for your Account(s), the applicable account disclosures, [the Service Schedule, the Schedule of Funds Availability, Fowler State Bank Electronic Transfer Agreement and Disclosure Statement, the agreements governing the Credit Accounts, and the Application, all as may be amended from time to time]. In the event of any conflict in such other related agreements and disclosure regarding Fowler State Bank's obligations to you, the terms of this Agreement will control. If any provision of this Agreement should be held to be invalid, illegal or unenforceable, the parties agree that the remaining provisions of this Agreement should be constructed as if such invalid, illegal or unenforceable provision had never been contained herein. No consumer protection provision of the Federal Electronic Fund Transfer Act of the Federal Reserve Board Regulation E is intended to be waived by you under this Agreement unless the waiver is permitted by law. This Agreement and the Service will be governed by the substantive laws of the State of Indiana, without regard to its rules regarding conflict of laws, and applicable federal law, without regard to any different state laws that may govern your Accounts. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

N. AMENDMENTS

We may amend this Agreement from time to time. We will effect each amendment by mailing or otherwise delivering such amendment, revised agreement and notice thereof to you in accordance with applicable federal and state laws. If no federal and state law specifically governs the amendment, the amendment shall be effected by mailing or otherwise delivering it to you or posting it in our full-service branch offices at least 10 calendar days prior to the effective date of the amendment. Notwithstanding the foregoing and to the extent permitted by applicable law, we may change any term of the Agreement without prior notice or obligation to you: (a) if the software or Service Provider changes any term without providing us sufficient notice to enable us to properly notify you; (b) if we change our Service Provider; (c) for security reasons; (d) to comply with applicable law; or (e) as otherwise expressly provided in this Agreement. Your continued use of the Service after the effective date of such revisions will constitute your acceptance of the revisions and the revised Agreement.

O. TERMINATION

You agree that we may cancel or restrict your use of the Service at any time without notice to you if: (a) your account is past due; (b) you are not complying with the terms of any agreements between you and Fowler State Bank; (c) any of your accounts are not in good standing; or (d) we have reason to believe that the service has been subject to unauthorized or improper use. We will notify you as is reasonable under the circumstances should we terminate or cancel your access to the Service for any other reason. You may cancel the Service by written request to Fowler State Bank at any time. You should include your name, address, that you are discontinuing online banking, and the effective date to stop the Service on your written request for termination. If you cancel the Service, all pending and/or recurring transfers will automatically be cancelled.

P. SECURITY

Fowler State Bank's EZ Access service transmits data using SSL (Secure Socket Layer) technology that supports 128-bit encryption. It is important to verify that a secure connection between your computer and the service has been established before transmitting any confidential account information over the Internet. An indicator in the lower right corner of the computer screen can verify this. For example, when using Netscape, the lock symbol which appears "solid," transmitted data is being encrypted. When this lock symbol appears "broken," a secure session has not been established. Similarly, Microsoft Internet Explorer has a lock symbol, which appears as a padlock, when data is being encrypted. When this symbol does not appear, a session is not secure.

