

D.L. Evans Bank Online Banking and E-statement Agreement and Disclosure

The following represents the consumer Online Banking and E-statement Agreement and Disclosure (agreement) between you and D.L. Evans Bank. Please read this entire document prior to using this service and retain a copy for your records. This agreement is made between you and D.L. Evans Bank for accessing your accounts and electronic delivery of your checking account statements, notices and disclosures. As used in this document, the words, "we", "our", and "us" mean D.L. Evans Bank and assigns the words "you" and "your" to mean each account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account(s). Online Banking/E-statements Services (services) means the communications and transactions provided to you by us through the www.dlevans.com website, including but not limited to the following: account information, E-statements, funds transfers, stop payments, and statement/transaction inquiries.

By using the services, you agree to abide by the terms and conditions of this agreement and acknowledge your receipt and understanding of the disclosures contained in this agreement. This agreement is in addition to other agreements between you and us, including the applicable deposit account disclosure agreement(s) and terms and conditions, and our rules and regulations and other loan agreements with us. If there is a conflict between the terms and conditions of this agreement and the terms and conditions of any other agreements between you and us, this agreement will control.

To access your account(s) through Online Banking, you must have at least one eligible deposit or credit account with us. You will have access to all accounts in which you are an owner or signor on.

The following Electronic Funds Transfer disclosure does not apply to any accounts other than consumer accounts, as defined by Regulation E.

Indicated below are types of Electronic Funds Transfers available, some of which may not apply to your account.

Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).

Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking or savings account(s).

ATM Transfers - types of transfers, dollar limitations, and charges – You may access your account(s) by ATM using your ATM card and personal identification number or debit card and personal identification number, to:

- get cash withdrawals from checking or savings account(s) with an ATM or debit card – you may withdraw no more than \$1000 per day, \$750 per transaction – there is a \$1.00 charge per withdrawal at ATMs we do not own or operate
- transfer funds from savings to checking account(s) with an ATM or debit card
- transfer funds from checking to savings account(s) with an ATM or debit card
- get information about: the account balance of your checking or savings account(s) with an ATM or debit card
- get mini-statement from checking or savings accounts

Some of these services may not be available at all terminals.

Types of Debit Card Transactions – You may access your checking or savings accounts to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

Debit Card Transactions – dollar limitations – Using your debit card:

- You may not exceed \$2000 in transaction per day

Currency Conversion and International Transactions. When you use your Check Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a .8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. In either case, we pass this international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Online Banking Available Services – You may access your account(s) by computer using your personal identification number and a user identification number, to:

- Transfer funds from checking to checking
- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from savings to savings
- Make payments from checking to loan accounts with us
- Make payments from savings to loan accounts with us
- Get information about: the account balance of checking, savings, loan, and line of credit accounts
- Purchase savings bonds
- Reorder checks
- Place stop payments
- Pay bills online
- Retrieve statement copies

FEES

- We do not charge for direct deposits to any type of account
- We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic funds transfers.

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make any transfer to or from your account using one of the automated teller machines or point-of-sale terminals. However, you may not get a receipt if the amount of the transfers \$15 or less

- **Preauthorized credits.** If you have arranged to have direct deposit made to your account at least once every 60 days from the same person or company, you can call (208) 678-2552 or your local branch to find out whether or not the deposit has been made.
- **Periodic statements.** You will get a monthly account statement from us for your checking accounts. You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.
- **Electronic Statements (E-statement)**

This agreement is made between you and D.L. Evans Bank for accessing your D.L. Evans Bank checking account statements, notices, and disclosures electronically. We will notify you by e-mail each time your E-statement is available. If you would like to request a paper copy of your statement or withdraw consent for E-statements, please send us written notice at internetbanking@dlevans.com or at the address listed below. Upon withdrawal, the documents will be sent in paper form to your address of record. If you request a paper copy of your bank statement normal fees will apply.

You agree to provide and update your e-mail address to D.L. Evans Bank for communication purposes. If your e-mail address changes, please notify us promptly either by e-mailing us at internetbanking@dlevans.com or in person at any D.L. Evans Branch office. D.L. Evans Bank may rely solely on e-mail for notifications, etc. You agree that we may send you or make available to you notices, disclosures, and other information required under law. If you have given us an e-mail address, we are entitled to rely on that address and assume that messages sent to that address are received by you, until you give us notice in writing that the address is no longer valid.

To access Online Banking and E-statements, you must have a computer with the following minimum software requirements:

Acrobat Reader 5.0 or higher
 Microsoft Windows (Windows XP, Vista 7.0 32 bit)
 MAC OS X (10.3 or higher)
 Microsoft IE: 7.0 or higher
 Mozilla Firefox: 2.0 or higher
 Apple Safari

You are responsible for, at your expense, obtaining, installing, maintaining and operating all Equipment that accesses the services. You must be an authorized user of the Equipment you use. We do not warrant nor will we be responsible for any errors or failures from the malfunction or failure of your Equipment. If we change the minimum hardware or software requirements and you are unable to receive E-statements, you will be released from this agreement without any penalty or consequences to you.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure 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 or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
 We will charge you \$25.00 for each stop payment order you give.
- **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 to 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 before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTIONS'S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer 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:

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 the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable cautions we have taken.
6. There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

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

1. Where it is necessary for completing transfers; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us written permission.

UNAUTHORIZED TRANSFERS

- (a) **Consumer liability.** (1) Generally. Tell us AT ONCE if you believe your card and/or code 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 2 business days, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, 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 you lost after the 60 days if we can prove that we could have 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.

(2) Additional Limits on Liability for Check Debit card, when used for point-of-sale transactions. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Check Debit card, when used for point-of-sale transactions, if you report the loss or theft of your card within 2 business days of when you discover the loss or theft of the card. If you do NOT tell us within 2 business days, your liability is the lessor of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us.

- (b) **Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, call or write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer 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.

1. Tell us your name and account number.
2. 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.
3. 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. Everyday is a business day except Saturdays, Sundays, and federal holidays.

We will tell you the results of our investigation within 10 business days (5 business days if the transfer involved a point-of-sale transaction and 20 days if it 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 account, point-of-sale transaction, or a foreign initiated transfer) to investigate your complaint or question. 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) 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. If we decide that there was no error, we will send you written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**D.L. Evans Bank
397 North Overland Avenue
P.O. Box 1188
Burley ID 83318
208-678-2552**

**BY PRESSING “I Understand and Agree” BELOW, YOU ARE INDICATING THAT YOU HAVE READ AND ACCEPT THE ABOVE AGREEMENT AND DISCLOSURE AND CONSENT TO RECEIVING YOUR D.L. EVANS CHECKING ACCOUNT STATEMENTS, NOTICES AND DISCLOSURES ELECTRONICALLY.
YOU ALSO CERTIFY THAT YOU HAVE THE MINIMUM HARDWARE AND SOFTWARE REQUIREMENTS TO RETRIEVE THESE DOCUMENTS ELECTRONICALLY.**

