

# Hills Bank Push Button Banker Application

Hills Bank and Trust Company  
PO Box 70  
Hills, IA 52235

Toll-Free: (800) 445-5725  
Phone: (319) 679-5400  
Fax: (319) 679-2117

## Business Information

<b>Name</b>		<b>Social Security #</b>
<b>Address</b>		<b>City/State/ZIP</b>
<b>Phone Number</b>	<b>Fax Number</b>	<b>Email Address</b>

## Account Information

List all accounts in which you are an officer or principal/owner and would like access using Hills Bank Push Button Banker. Account Types are: **(D)** Checking & Money Market, **(T)** CD/IRA, **(S)** Savings, and **(L)** Loan.

Account Number	Account Type	Transfer Between Accounts
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
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		<input type="checkbox"/>

I certify that the information provided is true and correct. I authorize Hills Bank and Trust Company to verify any information listed above and to allow access on Push Button Banker to all above accounts. The use of Push Button Banker is governed by the terms and conditions of the Push Button Banker Agreement and Disclosure, and such other terms and conditions or amendments, as may be established by Hills Bank and Trust Company and communicated to me in writing. I have received a copy of the Push Button Banker Agreement and Disclosure.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Bank Use Only*

<b>Taken By:</b>	<b>Office:</b>	<b>Entered By:</b>	<b>Date:</b>
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## Electronic Services Agreement and Disclosure

This Electronic Services Agreement and Disclosure (the "Agreement") states the terms and conditions that apply when you use Hills Bank Online™, PowerPay™, Push Button Banker, eStatement, and/or Mobile Banking ("Electronic Services"). These terms and conditions are in addition to those that apply to any accounts you have with Hills Bank or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this Agreement.

For consumer account customers, "you" and "your" refer to each person who establishes Electronic Services with us or who uses or is authorized to use a Hills Bank Online, Push Button Banker, or Mobile Banking identification number and password or other means of access we establish or approve. For business account customers, "you" and "your" refer to the business entity on behalf of which you establish Electronic Services with us and each person who uses or is authorized to use a Hills Bank Online identification number and password or other means of access we establish or approve. The terms "Hills Bank Online," "Hills Bank Online Business Connections™," "PowerPay," "Push Button Banker," "eStatement," and "Mobile Banking" refer to our services that allow you to make payments, transfer funds, access accounts, obtain information, receive bank statements, and perform other transactions over the Internet, wireless device, and/or telephone as applicable. Hills Bank and Trust Company ("Hills Bank") is also referred to as "us" and "we," reserves the right to suspend your use of Electronic Services at any time.

### **eSTATEMENT**

By enrolling in eStatement, you "Owner" have requested and Hills Bank has agreed to notify you via the email address you provide to the Bank, notice that all of your bank account statements and other information (other information to be delivered to you at a later date includes but is not limited to: regulatory disclosures, past due notices, NSF notices, marketing information, confirmations, or changes to the account, as applicable) are electronically available with Hills Bank Online (read the section on Hills Bank Online for more details about this service). Hills Bank will electronically send a message containing a notice of how to view available information by accessing Hills Bank Online, or a message containing a link to hillsbank.com where the information is located. **By receiving your statement electronically, you will not receive a hard copy of your bank account statement or images of your canceled checks.** Your electronic bank account statement will provide the numbers of each check that has cleared, the amount of each check, and the date of payment posting. If you request a hard copy of either your bank statement or any check referenced in that statement, normal research fees will apply. If you request a copy of a check from Hills Bank, we will provide a legible copy of the check within a reasonable period of time. Hills Bank Online allows you to view your canceled checks online in the transaction history.

To access the information you will need the following:

- o Access to the Internet and an email address;
- o An Internet browser that supports 128-bit encryption;
- o A Hills Bank Online ID and password;
- o Adobe Acrobat Reader installed on the computer that you use to view the information (a link to download a current copy of this software is found on hillsbank.com under [Personal>Online Banking>eStatement](#)); and
- o A printer that allows you to print information you are viewing, or you must be able to retain an electronic copy to access at a later date.

If you wish to receive a paper copy of a disclosure or other information that is presented to you electronically, please call the Hills Bank Contact Center at 1-800-445-5725, email [hillsbank@hillsbank.com](mailto:hillsbank@hillsbank.com), or write to Hills Bank and Trust Company, PO Box 70, Hills, Iowa 52235. Please be as specific as possible regarding the information you are requesting. **Do not send personal information such as account numbers or Social Security Numbers via email, as it is not secure.** Statements and notices will only be mailed to the address we have on file. There is no fee to request a paper copy of a regulatory notice, changes of fees, or terms on your account.

If you decide to have your bank account information sent electronically, complete the steps that are outlined in the enrollment process and select the accounts you would like to set up for eStatement. This authorization is not only for your current accounts, but may also include other accounts you may have or open at Hills Bank at a later date at your request. This agreement will remain in effect until we receive a written request from you to cancel it or you complete the online process to remove the accounts from eStatement.

By enrolling, you agree to the terms stated above and are able to meet the minimum requirements for printing or retaining the information that is provided to you. You understand that you have a duty to exercise reasonable promptness in examining the electronic statement or the items referenced to determine whether any payment was not authorized because of an alteration of an item, or because a purported signature by or on behalf of you or other signatory on the account was not authorized. The statute of limitations governing these responsibilities will commence at the time the email is sent by Hills Bank to you. **You agree to inform us if your email address changes.**

**For Consumer Accounts Only:** In the future if you wish to stop receiving your bank account information electronically, your account(s) will be subject to the applicable fees and charges in effect at that time.

**For Business Accounts Only:** See your account terms and conditions if you decide to have your bank account information sent electronically and to learn more about eStatement account requirements. In the event your Hills Bank Online Business Connections ID goes dormant, the account to which it is attached will be converted to a safekeeping account and will be subject to the monthly maintenance fee that is in effect at that same time for that account. You may also request at any time that your account be converted from an eStatement account to a safekeeping account or image statement account, at which time the account will be subject to any applicable fees for that particular account type. This authorization is not only for your current accounts as listed above but may also include other accounts you may have or open at the bank at a later date by your request. This agreement will remain in effect until we receive a written request from you to cancel it.

### **HILLS BANK ONLINE**

#### **Identification number and password**

To access Hills Bank Online you must use the Hills Bank Online ID and/or other means of access we establish or provide for your use of Hills Bank Online together with a password. Anyone to whom you give your Hills Bank Online ID and password or other means of access will have full access to your accounts even if you attempt to limit that person's authority. Your Hills Bank Online password must be at least eight (8) characters in length and must be alphanumeric. You will periodically be required to change your password, but you can change your password more often if you feel it is necessary. Your Hills Bank Online password should not be easily identifiable such as your name; having a number in the middle of the password (as opposed to the beginning or end) makes it more secure. For information or if you have questions on how to change your Hills Bank Online password, contact Hills Bank Contact Center at 1-800-445-5725.

If your Hills Bank Online account is not accessed for a period of 180 days, it will attain dormant status. To make your Hills Bank Online account active, you must contact Hills Bank and your password will be reset. If your Hills Bank Online account is not accessed for a period of 365 days, your Hills Bank Online ID will be deleted from the system. If you would like to access your accounts online after that time, you will need to reapply for Hills Bank Online and/or PowerPay. **Note to PowerPay customers:** if Hills Bank Online ID is deleted due to inactivity, you will lose your payee information and any payments scheduled will not be paid.

When you enter your Hills Bank Online ID and password at the Hills Bank Online login page, that information is sent over a secure connection to a third party. The third party verifies your Hills Bank Online ID and password (and Cash Management ID and password, if applicable) are correct and processes your request to access your accounts with Hills Bank. If you make an error in your entry of your Hills Bank Online ID and/or password, you will not gain access to Hills Bank Online. After a series of unsuccessful login attempts, your Hills Bank Online account is locked for 24 hours to prevent an unauthorized person from accessing your accounts.

#### **Internet Security**

Hills Bank Online includes features to provide security of your online session. However, there are steps you need to take to insure information is secure. This includes using the most secure Internet browser available to you. For the greatest possible security, Hills Bank Online requires the use of: a) 128-bit encryption or higher; b) anti-malware software; and c) anti-virus software. Additionally, the following security issues also apply:

## Electronic Services Agreement and Disclosure

- **Cookie Files.** Hills Bank Online requires the use of cookie files (a small text file that your browser puts on your computer). They are used primarily for the time-out feature of Hills Bank Online. We do not use cookie files to trace what you do while logged into Hills Bank Online. Cookies do not carry any personal information about you nor can they carry a virus very easily. For more information about cookies, including enabling them, visit [hillsbank.com](http://hillsbank.com) under [Personal>Online Banking>Online Security](#).
- **Pseudo Account Names.** Hills Bank Online does not display your account numbers on the Internet; we use the pseudo name you indicate on your Hills Bank Online application. You can change these names anytime within the Hills Bank Online management options.

### Hills Bank Online account access

For consumer account holders, accounts owned by you (either individually or jointly with another person) may be added to your Hills Bank Online service. For business account holders, only owners or a principal/officer of the business may add accounts to your Hills Bank Online service. We require appropriate approval in writing prior to allowing any signer on your account (other than a joint owner) online access to your account. Accounts requiring multiple signatures may have unlimited abilities via Hills Bank Online. Any account added online may be used as part of a funds transfer, regardless of any account restrictions. **Note to Cash Management users:** If you need to delete or add a user due to a change in job or employment status, it is your responsibility to contact Hills Bank with that information.

### PowerPay

This service allows you to pay bills using the Internet. To use PowerPay: a) for consumer accounts, you must use a checking account and be at least 18 years of age; b) for business accounts, you must be at least 18 years of age and an owner or principal/officer of the business entity and the business entity must authorize the enrollment. Payments are not originated by Hills Bank. We contract with third party vendors to provide this service for us. For electronic payments, the payment amount is withdrawn from your checking account and sent to the designated payee on your behalf. For check payments, a paper check is mailed to your payee and the funds are withdrawn when the check clears your checking account with Hills Bank.

When initiating a payment using our PowerPay service, you must allow three business days for electronic payments and at least five business days for check payments. Therefore, the payment date you enter is not the date your bill is due but the date you want the payment process to start. For complete PowerPay information, refer to the PowerPay Frequently Asked Questions found on [hillsbank.com](http://hillsbank.com) under [Personal>Online Banking>PowerPay](#), visit any office, or call the Hills Bank Contact Center at 1-800-445-5725. **Note to PowerPay customers:** if your Hills Bank Online account is deleted due to inactivity, you will lose your payee information and any payments scheduled will not be paid.

### Fees for Hills Bank Online and PowerPay

**For Consumer Accounts Only:** Hills Bank Online and PowerPay are free services. Hills Bank charges for the following requests related to PowerPay payments: stop payments, insufficient funds, and copies of canceled checks - see the [fee schedule](#) for details. (Customers can print their own canceled PowerPay checks and avoid the respective fee by using Hills Bank Online).

**For Business Accounts Only:** There is no charge for business customers using Hills Bank Online Business Connections. Customers using cash management products should refer to their current [fee schedule](#) provided with the product agreement.

Hills Bank charges for the following requests when you are a PowerPay customer: stop payments, insufficient funds, and copies of canceled checks; fees for these requests will be deducted from your account the day they are incurred. Please see current [fee schedule](#) for costs of services provided.

### PUSH BUTTON BANKER

#### Access number

To access Push Button Banker, you must use the Push Button Banker password and/or other means of access we establish or provide for this service. Anyone to whom you give your Push Button Banker password will have full access to your accounts even if you attempt to limit that person's authority. The Push Button Banker password is a minimum of four-digits in length, is randomly assigned to you, and sent via U.S. Mail. You can change your Push Button Banker password as often as you feel it necessary. If you have any questions on how to change your Push Button Banker password, call the Hills Bank Contact Center at 1-800-445-5725. Your Push Button Banker password should not be something easily identifiable such as your date of birth, address, etc. If an error occurs in your entry of the Push Button Banker password, you will not gain access to Push Button Banker. After three unsuccessful login attempts, your account is locked to prevent an unauthorized person from accessing your accounts.

To unlock your Push Button Banker account, you need to contact the Hills Bank Contact Center at 1-800-445-5725 to have your password reset.

#### Push Button Banker account

You may not designate any account for Push Button Banker that requires more than one signature for withdrawals. Accounts owned by you (either individually or jointly with another person) will be added to your Push Button Banker service; if you wish to have an account removed from Push Button Banker, call the Hills Bank Contact Center at 1-800-445-5725 for details. If a signer on your account requests access to that account, Hills Bank will contact you prior to allowing that signer access and require your approval in writing.

### MOBILE BANKING

Mobile Banking allows you to access your account information and make other banking transactions via your compatible and supported mobile phone and/or other wireless devices (each a "Wireless Device"). The features of Mobile Banking are outlined on our website ([www.hillsbankmobile.com](http://www.hillsbankmobile.com)). To utilize Mobile Banking, you may need to install software to your Wireless Device. Once you have enrolled for Mobile Banking and installed the software, designated accounts linked to your ID will be provided when you register your Wireless Device. Hills Bank will designate the accounts eligible for Mobile Banking and may withdraw such designation at any time.

When you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any telecommunications carrier (AT&T, Verizon, etc.) Hills Bank does not charge any additional fee for Mobile Banking. However, standard message charges apply pursuant to your mobile plan or other agreement with your telecommunications carrier.

You agree not to leave your Mobile Device unattended when accessing Mobile Banking and to log off immediately at the completion of each session. If you lose your Wireless Device please contact your mobile phone provider to cancel your phone service. To deactivate Mobile Banking visit [www.hillsbankmobile.com](http://www.hillsbankmobile.com) to remove your Wireless Device number or call the Hills Bank Contact Center at 1-800-445-5725.

You may cancel your participation in Mobile Banking at any time either through [www.hillsbankmobile.com](http://www.hillsbankmobile.com) or by calling the Hills Bank Contact Center at 1-800-445-5725. You may deactivate alerts anytime by logging into [www.hillsbankmobile.com](http://www.hillsbankmobile.com) or by texting "STOP" or "CANCEL" to 55658.

This Agreement does not grant you a license to any software used to provide Mobile Banking, associated with the Mobile Banking service, or to any other software by implication, estoppel, or otherwise.

You understand that there are risks associated with using a wireless device, and that in the event of hacking, other electronic security failure, theft, or loss, your confidential information could be compromised. If you think your ID or account has been compromised, call the Hills Bank Contact Center at 1-800-445-5725 immediately.

You understand that you should not use mobile banking when it may put you or others in danger, or when it is against any local, state, or federal law. This includes but is not limited to texting while driving, or use during a commercial flight.

## GENERAL PROVISIONS

### TRANSACTIONS

#### **Authorized transactions**

You, or someone you have authorized by giving them your Hills Bank Online ID and password, Push Button Banker password, Mobile Banking personal identification number, Cash Management ID or other means of access (individually a "Code" and collectively your "Codes"), even if that person exceeds your authority, can instruct us to perform the following transactions:

- o Transfer funds between accounts registered with Electronic Services to the extent authorized;
- o If enrolled in PowerPay, use our PowerPay service to pay bills;
- o Obtain information that we make available about the accounts registered with Electronic Services; and
- o Obtain other services or perform other transactions that we authorize.

You agree to take every precaution to ensure the safety, security, and integrity of your account(s) and transactions when using Electronic Services.

#### **Limits on Hills Bank Online, Push Button Banker, and Mobile Banking Transactions**

You must have sufficient available funds or credit in any account from which you instruct us to make a payment or transfer. If you are a Money Market or Savings Account holder, the number of withdrawals you make each month is limited by law. This includes those done on Hills Bank Online, Push Button Banker, and Mobile Banking. You should refer to the Terms and Conditions of Your Account for more information on the restrictions on these accounts. You can request copies of the [Terms and Conditions of Your Account](#) at the time you complete the [Electronic Services Application form](#), by visiting [www.hillsbank.com](http://www.hillsbank.com) or calling the Hills Bank Contact Center at 1-800-445-5725.

#### **OUR LIABILITY FOR FAILURE TO COMPLETE PAYMENTS OR TRANSFERS**

If we do not complete a payment or transfer on time or in the correct amount according to our agreement with you (including, but not limited to, all rules and regulations governing your account), we will be liable for your losses or damages directly related to the error not to exceed the amount of the transfer. However, we will NOT be liable in the following situations:

- o If, through no fault of ours, you do not have sufficient available funds in the account from which payment or transfer is to be made, if the account has been closed or is not in good standing, or if we reverse a payment or transfer because of insufficient funds.
- o If any payment or transfer would cause an overdraft or exceed the credit limit of any account.
- o If your equipment, including, but not limited to, your telephone, Wireless Device, or computer, was not working properly.
- o If the Electronic Services were not working properly due to the failure of electronic or mechanical equipment, the failure or outages of communications lines, the Internet, telephone lines, mobile networks, or other interconnect problems, normal maintenance, unauthorized access, theft, operator errors, severe weather, and/or floods.
- o If you have not given us complete, correct, or current account numbers or other identifying information so that we can properly access your account or otherwise complete the transaction.
- o If you do not properly follow our instructions, if you provide us with inaccurate information, or fail to correct or notify us about any inaccuracy of which you are aware.
- o If you do not allow adequate lead-time for payments or transfers to be received and credited by the time it's due.
- o If the money in the account from which a payment or transfer is to be made is subject to legal process or other claim that restricts the transaction.

#### **LIMITATION OF LIABILITY AND DISCLAIMERS**

##### **Limitation of Liability**

The Electronic Services are to be used at your own risk, with no obligations or liabilities by Hills Bank. Any exceptions to this general disclaimer would be outlined within any applicable service agreement. Hills Bank will not be liable for any delay, difficulty in use, inaccuracy of information, any loss or damages incurred by you by the transmission of your code(s) or other personal information by you or anyone besides Hills Bank, or any other problems experienced by you beyond Hills Bank's control.

In no event will Hills Bank or any of its officers, directors, shareholders, affiliates, agents, licensors, or third party service providers be liable for any consequential, indirect, incidental, special, or punitive damages arising out of or related to the Electronic Services or any use or misuse thereof (including, without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or services) regardless of whether Hills Bank has been apprised of the likelihood of such damages occurring and regardless of the form of action, whether in contract, warranty, tort (including negligence), strict liability, or otherwise.

##### **No representations or warranties**

Hills Bank and its third party service providers make no representations or warranties that you will have continuous or uninterrupted access to the Electronic Services or that any function of the Electronic Services will be error-free. The Electronic Services are provided "as is" and "as available" without warranty of any kind, expressed or implied, including, but not limited to, warranties of performance or merchantability or fitness for a particular purpose or non-infringement or any other warranty as to performance, accuracy, or completeness. Your sole and exclusive remedy for any failure or non-performance of Electronic Services shall be for us to use commercially reasonable efforts to perform an adjustment to your account or repair of the Electronic Services. Neither is Hills Bank nor any third party service provider assumes responsibility for the operation, security, functionality, or availability of any Wireless Device, computer, telephone, Internet, or network that you utilize to access the Electronic Services.

#### **CONFIDENTIALITY**

We will disclose information to third parties about your account, or the transfers that you make, under the following conditions:

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

For more detailed information on confidentiality, please read our [Privacy Policy](#).

#### **BUSINESS DAYS**

Our Hills Bank Online, Push Button Banker, and Mobile Banking services are generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days, which are Monday through Friday. Transfers made after 10:00 p.m. CST will be processed on the next business day. [Bank holidays](#) are not considered business days.

#### **STATEMENTS**

Your Electronic Services payments and transfers will be indicated on the monthly or quarterly statements we provide. You agree to notify us promptly if

- o You change your address or email address;
- o If you believe there are any errors or unauthorized transactions on any statement, or statement information (see section below for more information on unauthorized transactions).

#### **EMAIL**

**When sending emails to Hills Bank, DO NOT include confidential information such as account numbers, Social Security Numbers, your Code(s), credit card numbers, etc. since email is not secure.** Hills Bank will never ask for your account number via email. Not all email arrives at its destination, so for situations that require immediate action (stolen checkbook, Wireless Device, or Hills Bank Debit Card/ATM card, fraudulent activity on your account(s), etc.), call the Hills Bank Contact Center at 1-800-445-5725. If you choose to send inquiries via email, we will reply to them as soon as possible; if after hours, in most cases we will respond the next business day.

## YOUR LIABILITY

**For Consumer Accounts Only:** Each of you agrees for yourself to the terms of this Agreement, your account(s), and the schedule of charges that may be imposed. You authorize us to deduct these charges as accrued directly from the account balance. You are liable for all transactions that you or anyone you authorize makes, even if the person you authorize exceeds your authority. If you have given someone your Code(s) and you want to terminate that person's authority, you must change your Code(s) or take additional steps to prevent further access by such person.

**For Business Accounts Only:** Each of you agrees, for the business entity in the name of which this account is established, to the terms of this account and the schedule of charges that may be imposed. You authorize us to deduct these charges as accrued directly from the account balance. You are liable for all transactions initiated through your Hills Bank Online Business Connections ID that you or anyone you authorize makes, even if the person you authorize exceeds your authority. If you have given someone your Code(s) and you want to terminate that person's authority, you must change your Code(s) or take additional steps to prevent further access by such person.

## UNAUTHORIZED TRANSACTIONS, LOSS, OR THEFT OF YOUR CODE(S)

If you believe your ID, Password, or Code(s) have been lost, stolen, or used without your authorization call the Hills Bank Contact Center immediately at 1-800-445-5725 during normal business hours. Calling immediately is the best way of reducing your possible losses, since not all emails arrive at their destination. After hours, you may email us at [hillsbank@hillsbank.com](mailto:hillsbank@hillsbank.com) (or click Contact Us on [www.hillsbankmobile.com](http://www.hillsbankmobile.com) for Mobile Banking customers), or write to us at Hills Bank and Trust Company, PO Box 70, Hills, Iowa 52235. **Because email is not secure, do not include any confidential information, account numbers, Social Security Numbers, IDs, passwords, card numbers, Code(s), etc.** Your name, address, and a brief message describing the problem is all that is needed.

**For Consumer Accounts Only:** If you believe your Code(s) have been used without your permission and you tell us within 2 business days after you learn of the loss or theft, you are liable for no more than \$50. If you do not tell us within 2 business days after you learn of the loss or misuse and we can prove that we could have stopped someone from using your Code(s) without your permission had we been notified, you are liable for up to \$500.

If, after receiving your statement, you notice transfers that you did not make, immediately contact us. If we are not informed within 60 days after the statement was mailed, you may not be reimbursed for any money you lost after the 60 days if we can prove that we could have stopped someone from taking the funds if you had notified us in time. If extenuating circumstances exist (extended vacation, hospital stay, etc.) which kept you from telling us, we will extend the time limit.

**For Business Accounts Only:** If you have employees or other staff-members, you agree (i) to limit access to Code(s) to staff-members who need to know this information and to whom you have authorized access to your account(s), if any; and (ii) to closely and regularly monitor the activities of staff-members who access the Electronic Services, if any. You agree to change your Code(s) immediately if someone who has had access to your Code(s) leaves your employment or is no longer authorized to use the Electronic Services. You are entirely responsible to control the addition and deletion of users and the level of user authority for transactions, and for the results of such control.

## NO ILLEGAL USE

You agree to comply with all applicable laws, rules, and regulations in connection with the Electronic Services. You agree not to use the Electronic Services to conduct any business or activity or to solicit the performance of any activity that is prohibited by law or by any contractual provision that binds you.

## CHANGE OF TERMS

Hills Bank may revise the terms of this Agreement by posting a new version on its website ([www.hillsbank.com](http://www.hillsbank.com) or [www.hillsbankmobile.com](http://www.hillsbankmobile.com) for Mobile Banking customers). The revised terms will become effective 30 days after posting thereof, provided that if you order or accept revised, renewed, or new Electronic Services before such date, revised terms will become effective upon such order or acceptance. You waive any right to notice of revised terms other than through Hills Bank's website, and such waiver will remain in force even if Hills Bank does provide notice by another medium.

## 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. Call the Hills Bank Contact Center 3 business days or more before the payment is scheduled to be made at 1-800-445-5725 during normal business hours. After hours, you may email us at [hillsbank@hillsbank.com](mailto:hillsbank@hillsbank.com) or write Hills Bank and Trust Company, PO Box 70, Hills, Iowa 52235. If you call, we may also require you to put your request in writing and get it to us within 14 business days after you call.

Please refer to the Hills Bank and Trust Company separate [fee schedule](#) found on [hillsbank.com](http://hillsbank.com) under Terms & Conditions for the amount we will charge you 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, ten 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 before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## ERROR RESOLUTION NOTICE

**For Consumer Accounts Only:** In case of errors or questions about your electronic transfers, call the Hills Bank Contact Center immediately at 1-800-445-5725 during normal business hours. After hours, you may email us at [hillsbank@hillsbank.com](mailto:hillsbank@hillsbank.com) or write Hills Bank and Trust Company, PO Box 70, Hills, Iowa 52235. Please contact us 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.

- Tell us your name and account number (if any) unless you are sending an email, in which case omit your 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.

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 (5 business days for Hills Bank debit card point-of-sale transactions processed by Visa® 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 account, a 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 for Hills Bank debit card point-of-sale transactions processed by Visa® 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 question 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 you already have an established account with us before this account is opened.

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.

## GOVERNING LAW

You agree that this Agreement, as well as all transactions partly or wholly executed or facilitated by or through Electronic Services, shall be governed by the law of the State of Iowa.