

# **Internet Retirement Plan Account Service Agreement**

This agreement states the terms and conditions that apply when you use Hills Bank and Trust Company's Internet Retirement Plan Account Service. These terms and conditions are in addition to those that apply to 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.

"We" or "Hills Bank" means Hills Bank and Trust Company. "You" and "your" mean each person who establishes an Internet Retirement Plan Account Service with us. It also includes anyone who uses or is authorized to use an Internet Retirement Plan Account Service user name and password we establish or approve. The term "Service" means our Internet Retirement Plan Account Service, which allows you to obtain information about your account under your employer's retirement plan over the Internet by use of a personal computer and, if applicable, to engage in online trading.

### **USER NAME AND PASSWORD**

To initially access the Service, you must use the user name we establish or provide, together with a password. You may then change your user name and password and you are encouraged to do so on a frequent basis. Keep your user name and password confidential to prevent unauthorized access to your account. Anyone to whom you give your Internet Retirement Plan Account user name and password will have full access to your portfolio information even if you attempt to limit that person's authority. We will accept instructions for trades from any person using your user name and password. You will be solely responsible for all orders for trades placed through the Service, or use of any data, information, or services obtained, using your user name and password.

### **SECURITY PROCEDURES**

The Service includes features to provide security of your online session. However, we recommend you take steps to insure that your information is secure, including (A) using the most secure Internet browser available to you; (B) using the latest operating system available for the device you use to access the Service; (C) using anti-malware software and anti-virus software, and (D) password protecting your device.

#### INTERNET RETIREMENT PLAN ACCOUNT ACCESS

Hills Bank and Trust Company Employee Benefit Services will provide you with information only for those accounts for which we have written documentation supporting your authority to obtain such information. We reserve the right to restrict you or any person to whom you provide your user name and password from accessing the Service or completing a transaction in our sole discretion for any reason, including, but not limited to, if we believe that there is risk of unauthorized, illegal, or fraudulent activity. You agree that we may, in our sole discretion, require verification of user identity, in a manner satisfactory to us, at any time before allowing access or login to the Service or before authorizing a transaction from an account. In the event you do not successfully provide the information requested we may, in our sole discretion: (A) refuse a transaction; (B) require you to contact us by phone or in person for further validation of identity; (C) cancel the Service; and/or (D) take any security precautions we deem appropriate to prevent unauthorized use of the Service or accounts.

## **ENTRY AND EXECUTION OF ORDERS**

You may generally make orders for online trading through the Service during regular market hours, which are 8:30 a.m. to 3:00 p.m. CT Monday through Friday, excluding certain holidays. Orders made after 12:00 p.m. CT will be processed the next trading day. You cannot modify or cancel orders that have already been executed, but you can modify or cancel orders that are still pending. Attempts to modify or replace executed orders may result in duplicate transactions for which you will be responsible. If you attempt to cancel an order, make sure the cancellation was effective by reviewing your order history before submitting another order.

# **RISKS OF ONLINE TRADING**

There is always a risk of loss when investing in securities, whether or not you trade online. You understand that orders placed through the Service are at your sole risk and responsibility. Access to the Service may be delayed or unavailable during certain periods, such as periods of high demand, market volatility, systems upgrades, or maintenance, or for any other reason. During these periods, if the Service is available, updates to data, including quotations and account information may be delayed and the information may not be accurate. We are not responsible for any delay or inaccuracy caused by such reasons. The inability to place orders through the Service or delayed execution of orders placed through the Service may result in losses. We will from time to time provide you with market data as well as periodic valuations of securities and/or other financial investments held in your account. Such data is obtained from third-party service providers we have selected. We cannot guarantee its accuracy, completeness, timeliness or correct sequencing.

# UNAUTHORIZED ACCESS OR LOSS OR THEFT OF YOUR INTERNET RETIREMENT PLAN ACCOUNT USER NAME OR PASSWORD

If you have given someone your Service user name and password and want to terminate that person's authority, you must notify us in writing. We will need to change your user name and password to prevent further access by such person. If you believe your Service user name or password have been lost or stolen or that someone has used them without your authorization, call us immediately at 319-338-1522 or 1-800-899-8858, email us at <a href="retirement@hillsbank.com">retirement@hillsbank.com</a>, or write to us at 590 West Forevergreen Rd, North Liberty, lowa 52317. When sending emails to Hills Bank, DO NOT include confidential information such as account numbers, Social Security Numbers, your Internet Retirement Plan Account User Name or

Password, etc. since electronic communications are not secure. Your name and a brief message as to what the problem might be is all we will need. The sooner you notify us, the sooner we can stop any unauthorized access to information.

# LIMITATION OF LIABILITY AND INDEMNIFICATION

Hills Bank and its officers, directors, shareholders, agents, licensors, or third-party service providers will not be liable for and you agree to indemnify and hold harmless Hills Bank from any and all claims, demands, actions, losses, damages, liability, or costs, charges, attorney fees, and expenses of any nature ("Losses"), arising from or related to (A) your use of the Service; (B) any defect in the Service; (C) any inaccuracy, error, or delay in, or omission of (i) any market data, information, or message or (ii) the transmission or delivery of any such data, information, or message; (D) any Losses arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) nonperformance, or (iii) interruption of any such data, information, or message due either to any act or omission of Hills Bank or any other disseminating party or to any circumstances such as failures of equipment or communication lines; unauthorized access; power outages, system failures; theft; fire; flood; natural disasters; extreme weather; cyberattacks, including Denial of Service (DoS), problems with hardware or software; trading halts; market or exchange outages, etc. (each a "Force Majeure Event") or any other cause beyond the reasonable control of Hills Bank or its third party service provider.

You agree that neither Hills Bank nor any third party service provider shall be responsible for any Losses caused by your errors or your inability to use the Service due to reasons including scheduled maintenance, a Force Majeure Event, or any other cause beyond the reasonable control of Hills Bank or its third party service provider.

In all instances, any liability arising out of the Services for which we are determined by a court of competent jurisdiction to be responsible shall be limited to an amount equal to the benefit that the transaction would have resulted in between the date of the trade and the time set for settlement under any applicable law, rule, or regulation. IN NO EVENT SHALL HILLS BANK OR ITS THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, (INCLUDING LOST PROFITS, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, REGARDLESS OF WHETHER HILLS BANK HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.

### NO REPRESENTATIONS OR WARRANTIES

You understand and acknowledge that access to market data, account information, research information, or any other data or information made available through the Service does not in any way constitute a solicitation, recommendation, or advice from Hills Bank. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE IS PROVIDED ON AN "AS IS/AS AVAILABLE" BASIS AND HILLS BANK AND ITS SERVICE PROVIDERS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONJUNCTION WITH THE SERVICE. WE DO NOT AND CANNOT WARRANT THAT YOU WILL HAVE CONTINUOUS, TIMELY, SECURE, OR UNINTERRUPTED ACCESS TO THE SERVICE, THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, THAT ANY FUNCTION OF THE SERVICE WILL BE ERROR-FREE, THAT DEFECTS OR ERRORS WILL BE CORRECTED, THAT INFORMATION PROVIDED THROUGH THE SERVICE, INCLUDING MARKET DATA, WILL BE COMPLETE, ACCURATE, OR TIMELY, OR THAT OUR WEBSITE THAT MAKES THE SERVICE AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

### **CHANGE OF TERMS AND TERMINATION OF THIS AGREEMENT**

Each of you agrees, for yourself, to the terms of this Agreement. This Agreement will stay in effect until it is changed or terminated. We have the right to terminate the Agreement or the Service at any time. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires such notice. Hills Bank may revise the terms of this Agreement at any time by posting a new version on <a href="https://www.hillsbank.com">www.hillsbank.com</a>. You may be required to affirmatively accept the revised Agreement in order to continue using the Service. The revised version will be effective at the time it is posted unless a delayed effective state is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on our website will constitute your agreement to such changes and revised versions. You may terminate this Agreement at any time by notifying us in writing. You are not permitted to alter or amend this Agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

#### **NO SERVICE FEES**

There is no fee for the Internet Retirement Plan Account Service.

## **GOVERNING LAW**

You agree that this Agreement shall be governed by the law of the State of Iowa, without reference to rules governing choice of Iaw. If any dispute arises between the parties concerning this Agreement, forum and venue will be in state and federal courts located nearest to Johnson County, Iowa.

### **SIGNATURES**

You agree to all of the provisions of this Agreement by any of the following means: (1) using the Service; or (2) accepting the terms of this Agreement. Your acceptance of this Agreement or use of the Service is also your acknowledgment that you have received a copy of this Agreement, whether in paper form or electronically. If you are offered or provided an electronic copy of this Agreement but would like to have a paper copy, please contact us by calling 319-338-1522 or 1-800-899-8858 during normal business hours, email us at <a href="mailto:retirement@hillsbank.com">retirement@hillsbank.com</a>, or write to us at 590 West Forevergreen Rd, North Liberty, lowa 52317.