

**KS StateBank**  
**Online Banking Service Agreement**

This Online Banking Services Agreement ("Agreement") governs the use of the Online Banking, Mobile Banking, Online Personal Financial Management Services, Online Bill Pay, Bank to Bank Transfer, and other services offered from time to time (collectively, "Services") of KS StateBank ("Bank").

The Services and product offered under this Agreement allows you to perform a number of banking inquiry, bill pay, transfer, transaction and financial management functions through the use of a personal computer device and mobile device and the Internet to access the Services offered by the Bank. This Agreement establishes the terms and conditions for electronic access to the Services and products offered hereunder. When you use any of the Services or products described in this Agreement, you agree to the terms and conditions of this Agreement. You also agree to abide by the terms and conditions set forth in your deposit agreement.

For purposes of this Agreement, the words "we," "our," "us," "Bank" and other similar terms mean KS StateBank of Manhattan. "You," "Your," "User," "Customer," "Company" and other similar terms refer to the account holder and anyone else authorized by that account holder to exercise control over account holder's funds through the Services. "Account" or "accounts" means your deposit and loan accounts at the Bank. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions and transfers to and from your Bank accounts (including Bill Payment) using the Services.

If you are an individual, you agree to use our Services only for consumer or personal transactions. A "consumer transaction" means the use of our Services to electronically transfer funds to or from a consumer account. A "consumer account" is an account which you own or over which you are authorized to exercise control that is established primarily for personal, family or household purposes.

If you are not an individual, including, but not limited to, a sole proprietor, corporation, partnership, limited-liability company, unincorporated business entity or association, then you agree to use our Services only for non-consumer transactions. A "non-consumer transaction" means the use of the Services for any purpose that is not a consumer transaction (for example, to transfer funds to or from a business account or any account that is not a consumer account) and in addition includes use of the Services if the use is not covered by the Electronic Fund Transfer Act and its implementing Regulation E. If you are using the Services for non-consumer transactions, you also agree to execute a resolution authorizing use of Services.

All information contained in the Services is subject to copyright and/or ownership by Bank or others, as applicable. The information contained in Services may not be copied, reproduced, downloaded, distributed, licensed, transmitted or used for commercial purposes without the written permission of Bank or the holder of any copyright.

You agree that Bank may employ the services of third-party providers in connection with the Services and you agree to be bound by the terms and conditions of our agreements with those third-party providers. Furthermore, you acknowledge and agree that the third-party providers are not agents of Bank, and that the Bank and the third-party providers are independent contractors operating at arm's length.

## **Online Banking**

To use Online Banking and the Services, you must have at least one account at the Bank, acquire the mobile telephone or computer hardware and software required to access the Services, World Wide Web access through an Internet Service Provider (ISP), an Internet browser that supports a minimum 128 bit encryption standard, firewall hardware or software, anti-virus software, anti-spyware software and a valid e-mail address. The Services can be used to access only the Bank accounts which you have designated for access by the Services. You can add, change or delete any of your Bank accounts or User access by completing the required documentation as promulgated by the Bank from time to time. Access to your accounts through the Services will be based upon the identification of users and authority levels specified by you. While Bank implements commercially reasonable methods to prevent unauthorized access to the Services, Bank cannot provide absolute assurance that unauthorized access will not occur. As such, you acknowledge and agree that Bank has no obligation to monitor transactions through the Services to determine that they are made on behalf of the account holder.

## **Access**

Access is based upon the type of deposit account arrangement you have with the Bank:

- Individual Accounts. Persons with individual accounts may access individual accounts of which they are an owner, and may also access joint accounts for which they are an owner.
- Joint Accounts. Persons will only be able to access accounts for which they are designated as an owner or signer. Each joint account holder must enroll separately, and each enrolled joint account holder is jointly and severally liable for all transactions performed by any enrolled joint account holder.
- Commercial (non-consumer) Accounts. Access may be authorized and governed by separate agreements.

## **Your Responsibility When the User ID, Password and Multi-Factor Authentication Method are Used**

In your transactions with us, you acknowledge and accept the obligation to use your User ID, Password and Authentication Method as may be required by us to initiate a secure Services session with us. You may then use the tools provided by us within the Services. These authentication methods may change from time to time and must be accepted by you.

When we commence your ability to access the Services, we will establish access for you by using a temporary Password. You will be required to change your Password upon your first login and periodically thereafter. Your Password must be eight to eighteen characters in length and consist of both alpha, numeric characters and/or special characters. We recommend creating a strong Password or PassPhrase which uses each of the following; uppercase letters, lower case letters, numbers and keyboard symbols. Your Password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down. We have no responsibility or liability for the determination of your Password.

You understand the importance of your role in preventing misuse of your accounts through the Services and you agree to promptly examine your periodic electronic or paper statement for each of your Bank

accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your User ID, Password and Authentication Method are intended to provide security against unauthorized entry and access to your accounts.

We are entitled to act upon instructions we receive with respect to the Services under your User ID, Password and Authentication Method, and you are liable for all transactions made or authorized with the use of your User ID, Password and Authentication Method. We have no responsibility for establishing the identity or authorization of any person who uses your User ID, Password and Authentication Method.

You agree to take appropriate actions to ensure that all User ID's, Passwords, Authentication Methods and any other applicable security procedure issued to you, your agents, representatives, employees or officers (as may be applicable) are protected and kept confidential and you agree to use and maintain your personal computer device(s), electronic mobile device(s), internet service and related equipment, and employ the security procedures required or offered by the bank, in a manner which protects and maintains the confidentiality of your User ID's, Passwords, Authentication Methods and any other applicable security procedure. The Bank requires the use of authentication methods for the Services, which methods may vary from time to time. Customer accepts/assumes the obligation to use such authentication methods. Any change to such methods must be agreed to by the Bank and Customer in writing and Customer accepts/assumes all risks of any such change(s) and agrees to indemnify Bank for any losses Bank suffers as a result. The Bank undertakes commercially reasonable methods to prevent unauthorized access to the Services and prevent unauthorized or fraudulent transactions; however, the Bank cannot provide absolute assurance of the effectiveness of such methods. You agree to notify the Bank in the event your use of the Services would necessitate a level of security that exceeds that offered by the Services. If you fail to notify the Bank, you acknowledge and agree that the general current security aspects of the Services are appropriate for your needs and provide you with a commercially reasonable degree of security against unauthorized use. If you discover that your User ID, Password and Authentication Method have been stolen or compromised, you agree to notify Bank immediately.

By directing us to complete a transaction through the use of the Services in conjunction with your User ID, Password and Authentication Method, you authorize the Bank to complete such transaction. Any requests or instructions we receive from you through the Services using your User ID, Password and Authentication Method shall constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, items deposited, transfers, check images, changes to accounts or Services or any other communication you provide us through the Services using your User ID, Password and Authentication Method.

### **Secure Token**

Consumer account holders may elect to use a Secure Token or Virtual Token ("Token") as an additional method of authentication to access the Services. Commercial account holders may be required to utilize a Security Token. Issuance of a Token can either be a Secure Token (hardware) or an app that is accessed on your mobile device (Virtual Token) which generates a single-use, 6-digit number.

This authentication method requires the issuance, registration and use of a Token by you, your agents, representatives, employees or officers (as may be applicable). As part of the procedure to access the Services, you are required to enter a single-use 6-digit number generated by the Token to access the Services. Your failure or inability to provide this information will prohibit your access to the Services, and subsequent to your registration of the Token the Bank has no obligation to provide you with access to the Services without your entry of a single-use 6-digit number generated by the Token.

If your Token malfunctions, you may visit us in person or contact us to request a replacement. If your Token is lost, stolen or damaged, you should contact us immediately for a replacement. To cancel a Token and disable this additional method of authentication, you may visit us in person or contact us in writing. You are responsible to return your Token to us if one of the following situations occurs: (i) you decide to discontinue using a Token; (ii) your account(s) at the Bank is/are closed; or (iii) a Token malfunctions.

### **Data Protection**

Data transferred via the Services may be encrypted by us in an effort to provide transmission security and the Services utilizes identification technology to verify that the sender and receiver of Services transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the Services is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and can potentially be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Services will not be monitored or read by others.

### **Information Displayed Through the Services**

Information displayed through the Services is generally current. However, your account balance may include deposits still subject to verification or other items memo posted to the account and may not include outstanding checks or credits. Transfers initiated through the Services may not result in immediate availability because of the time required to process the request. The Bank cannot control when transactions initiated by you may be presented to the Bank.

### **Online Personal Financial Management**

The Bank's Online Personal Financial Management service (OPFM) grants you a license to access and use our online financial management software, as a tool to help you manage your own personal financial data. OPFM is not intended to provide you with legal, financial, estate-planning, tax-planning, or other advice. OPFM is owned by us or a third party provider, as applicable, and is protected by applicable copyright, trade secret and other intellectual property laws.

You acknowledge and agree that the license for OPFM granted and used by you under this Agreement does not allow any of the following: (i) accessing systems, programs or data that are not made available for public use; (ii) copying, reverse engineering, or distributing the material from the OPFM site; (iii) permitting any third party to benefit from the use of OPFM; (iv) transferring any of the rights we grant you under this license; (v) performing any actions that would interfere with the proper working of OPFM; or (vi) otherwise using OPFM except as expressly allowed in this Agreement.

## **Online Bill Pay**

You acknowledge that we may employ the services of a third-party bill payment service providers ("BPSP") in connection with our online bill payment ("OBP") Services.

### **OBP Services Definitions**

- "Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- "Payment Instruction" is the information provided by you to the BPSP for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).
- "Payment Account" is the checking account from which bill payments will be debited.
- "Billing Account" is the checking account from which all BPSP fees will be automatically debited.
- "Scheduled Payment Date" is the day your Payment Account will be debited and is also the day the BPSP will begin processing your payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- "Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.
- "Scheduled Payment" is a payment that has been scheduled through the BPSP but has not begun processing.

### **Payment Scheduling**

OBP Transactions begin processing on your Scheduled Payment Date. When scheduling payments you must select a Scheduled Payment Date that is before the actual Due Date, not the late date or the grace period.

### **Payment Authorization and Payment Remittance**

By providing the BPSP with names and account information of Payees to whom you wish to direct payments through the OBP Services, you authorize the BPSP to follow the Payment Instructions that it receives through the OBP Services. In order to process payments more efficiently and effectively, the BPSP may edit or alter payment data or data formats in accordance with Payee directives.

When the BPSP receives a Payment Instruction, you authorize the BPSP to debit your Payment Account and remit funds on your behalf so that the funds arrive as soon as reasonably possible after the Scheduled Payment Date designated by you. You also authorize the BPSP to credit your Payment Account for payments returned to the BPSP by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the BPSP.

The BPSP will use its best efforts to make all your payments properly. However, the BPSP shall incur no liability if the BPSP is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the BPSP, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;

- The payment processing center is not working properly and you know or have been advised by the BPSP about the malfunction before you execute the transaction;
- You have not provided the BPSP with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
- Circumstances beyond control of the BPSP (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the BPSP has taken reasonable precautions to avoid those circumstances.

### **Payment Methods**

The BPSP reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

### **Payment Cancellation Request**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the BPSP has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

**Stop Payment Request** The BPSP's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The BPSP may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact us. Although we will make every effort to accommodate your request, we will have no liability for failing to do so.

**Prohibited Payments** Payments to Payees outside of the United States or its territories are prohibited through the BPSP and our OBP Services.

**Exception Payments** Tax payments and court ordered payments may be scheduled through the BPSP; however such payments are discouraged and must be scheduled at your own risk. In no event shall the Bank nor the BPSP be liable for any claims or damages resulting from your scheduling of these types of payments. The BPSP has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of you and not of the Bank nor of the BPSP. This Agreement and the Contract does not alter your liability or obligations that currently exist between you and your Payees.

**Failed or Returned Transactions** If we or the BPSP is unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the BPSP. In such case, you agree that:

- You will reimburse the Bank immediately upon demand the transaction amount that has been returned to the Bank;
- You will reimburse the Bank for any fees imposed by your financial institution as a result of the return;

- You will reimburse the Bank for any fees it incurs in attempting to collect the amount of the return from you; and,
- The Bank is authorized to report the facts concerning the return to any credit reporting agency.

**Payee Limitation** The Bank or BPSP reserves the right to refuse to pay any Payee to whom you may direct a payment. The Bank or BPSP will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a payment the Bank or BSBP deems prohibited under applicable law.

**Returned Payments** In using the OBP Services, you understand that Payees and/or the United States Postal Service may return payments to the BPSP or Bank for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Bank and BPSP will use our best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from us or the BPSP.

**Bank-to-Bank Transfer** You acknowledge that Bank may employ the services of a third-party provider to debit and credit entries to your eligible bank account(s) when you instruct us to electronically transfer funds to or from your eligible Bank account(s) and other eligible account(s) held by you at another financial institution(s), credit union(s), or brokerage companies (the "Other Financial Institutions") in the United States ("Bank to Bank Transfers").

Use of Bank to Bank Transfers will also be affected by the agreements between you and the Bank for your accounts maintained with the Bank, including, but not limited to the Bank's deposit agreement(s) and related disclosures. Using Bank to Bank Transfers does not change the agreements you already have with the Bank on those accounts. You should review those agreements for any applicable fees, for limitations on the number of transfers you can make, and for other restrictions that might impact your use of an account with Bank to Bank Transfers.

When you elect to use Bank to Bank Transfers, you represent that you have full authorization from any other authorized signer on the eligible Bank or Other Financial Institution(s) account(s) to execute this authorization and that any other authorized signer on the eligible account(s) agrees and understands that the Bank, and any of our processing agents, are authorized to debit and credit entries to the eligible account(s) in accordance with your transfer instruction(s) under Bank to Bank Transfers.

The following represents the types of accounts that are eligible for Bank to Bank Transfers:

- Bank checking, savings, and money market accounts;
- Checking, savings, money market, investment and brokerage accounts held at any Other Financial Institution in the United States able to accept ACH transfers.

The following represents the types of accounts that are ineligible for Bank to Bank Transfers:

- Individual Retirement Accounts ("IRAs");
- 401K accounts;
- Custodial accounts, including but not limited to conservatorship, power of attorney, representative payee and/or trust accounts;

- Business accounts for which more than one person has check writing privileges;
- Certificate of Deposits ("CD's") or other time based accounts;
- Loan accounts (including credit card and equity accounts);

You may have other accounts that are ineligible for Bank to Bank Transfers due to restrictions by the Bank or specific to your Other Financial Institution(s). Please contact us or your Other Financial Institution(s) to verify if your accounts are eligible for this Service.

The Bank may verify any account you add to Bank to Bank Transfers, and you authorize the Bank to validate the account(s) at your Other Financial Institution(s) using a trial deposit method. This method requires that two micro deposits are made to your external account and requests that you confirm the amounts deposited. You must confirm the amount by typing in the values of the deposits provided for on the Bank's online banking system. If the entered values match the trial deposit amounts, the account will be approved.

You understand and agree that at all times your relationship with each non-Bank account(s) provider is independent of the Bank and your use of Bank to Bank Transfers. The Bank will not be responsible for any acts or omissions by the Other Financial Institution(s) or other provider(s) of any Account(s), including without limitation any modification, interruption or discontinuance of any Account(s) by such provider. You agree that the Bank shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of:

- Any inaccuracy, incompleteness or misinformation contained in information retrieved from the Other Financial Institution(s) or any third party account provider; and
  - Any charge imposed by the provider of any third party account.
- Bank to Bank Transfers originated on each and any business day are limited in the following manner:
- Maximum of two inbound (credit) and two outbound (debit) transfers; and
  - Maximum of \$5,000 outbound (debit) and \$5,000 inbound (credit) in aggregate transfers.

The cut off time to initiate a Bank to Bank Transfer is 2:30 P.M. Central Time. Your account will be debited and credited on the Business Day after you initiate the transfer. You recognize that it may take an additional business day for your Bank to Bank Transfer to be reflected in your account balance of the destination account depending upon the Other Financial Institution's processing rules and cut off times.

We reserve the right to limit the types and number of accounts eligible for Bank to Bank Transfers, including the right to refuse to make any transactions you request. In addition to the limitations elsewhere described in this Agreement, there are frequency limits that apply when transferring funds from a passbook savings, statement savings, or a money market account. Federal regulations limit the number of preauthorized electronic fund transfers and telephone transfers, including transfers you request using the Service, from these types of accounts. You may make a maximum of six transfers and withdrawals, or a combination of such transfers and withdrawals, per calendar month or statement cycle (or similar period) of at least four weeks, to another account (including a transaction account) of yours at the Bank or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card, or similar order made by the depositor and payable to third parties. If you exceed these limits, we may close the account, impose a fee and/or change the account to a non-interest bearing demand deposit account and/or close the account. Each transfer or payment you request through Bank to Bank Transfers from

these types of accounts is counted as one of the six limited transfers you are permitted each monthly cycle. However, payments to your loans at the Bank are not counted toward this limit. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.

If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds being held until the hold expires.

You may cancel your Bank to Bank Transfer request any time prior to the cut off time on the day you submit the request by logging into the Bank's online banking system and cancelling the request. Future dated or recurring transactions may be cancelled prior to the cut off time on the business day before the settlement or next settlement date of the transaction by logging into the Bank's online banking system and cancelling the request.

A Bank to Bank Transfer will be returned if it cannot be successfully posted to your accounts, including, but not limited to:

- An incorrect entered account or ABA number;
- Insufficient available funds in the account to be debited and/or credited;
- Insufficient minimum available balance;
- Exceeding the dollar limit for an individual transaction, daily transfer limit, monthly transfer limit, or pending transfers that have not yet been posted.

Any transfers we have already processed before the cancellation date will be completed.

It is your responsibility to monitor the status of your Bank to Bank Transfer requests and for ensuring your transactions have been accurately entered and processed as requested. Any account owner with access to the Bank's online banking system may sign up for Bank to Bank Transfers and request to link any eligible account(s). As applicable, the terms of this Agreement will extend to all joint account owners. Joint owners are subject to the joint tenancy rules contained in your account agreement(s) with the Bank.

In the event that the Bank experiences a problem with your use of Bank to Bank Transfers at any time, including without limitation, the inability to debit any of your Account(s) or to collect with respect to any of your transfers as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Bank to Bank Transfers, immediately and without prior notice to you. You understand and agree that such action is reasonable for the Bank to take in order to protect the Bank from loss. In the event of such suspension, you may request reinstatement of your Service by contacting the Bank in writing. The Bank reserves the right in our sole discretion to grant or deny reinstatement of your use of the Bank to Bank Transfers. In the event the Bank agrees to reinstate you, the Bank reserves the right to, and ordinarily will, reinstate Bank to Bank Transfers in accordance with appropriate per transaction and monthly dollar limits and/or with other restrictions that otherwise might be available to you. Based upon your subsequent usage of Bank to Bank Transfers, the Bank, in its sole discretion, may thereafter restore your ability to affect transfers subject to such higher limits as may then be in effect.

Your authorization to enable Bank to Bank Transfers for your account(s) remains in full force and effect until the Bank has received notice from you of its termination by performing one of the following:

- Send the Bank a secure message within Online Banking; or

- Call or visit any branch.

Any transfers we have already processed before the cancellation date will be completed. The Bank recommends that you cancel any scheduled transfers prior to notifying the Bank that you are cancelling the Service. You are responsible for any transfers scheduled by you prior to termination that you have not canceled. Termination will not affect your liability or obligations under this Agreement or any other related agreements for transfers the Bank processed on your behalf.

### **Services Termination, Cancellation, or Suspension**

You agree to use the Services and products provided under this Agreement only for bona fide and lawful purposes. The Bank may suspend or terminate your participation in any or all of the Services for any reason and at any time. The Bank will try to notify you in advance, but we are not obligated to do so. The Bank shall have no obligation to honor any instruction, in whole or in part, at any time, with or without cause and with or without notice, and may immediately do so including, without limitation, the following:

- Your account is, or the Bank reasonably believes is, used for any illegal or improper purpose or activity;
- A transaction exceeds the available funds in your account;
- The Bank has reason to believe that the instructions may not be authorized by you;
- A transaction involves funds subject to a hold, dispute or legal process;
- A transaction would violate any law, rule or regulation applicable to the Bank, you or any other party that processes or receives the payment;
- A transaction is not in accordance with any other requirement stated in this Agreement or any other applicable agreement with the Bank, or any of the Bank's policies, procedures or processes;
- The Bank has reasonable cause not to honor a transaction for your protection and the Bank's;
- The Bank has reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your password;
- You repeatedly overdraw your Bank account(s);
- Your Bank account is closed, access to your account is restricted for any reason, or if you do not use this Service for a period of time after being notified by the Bank; or
- Following initial enrollment, if you do not use Bank to Bank Transfers, the Bank may automatically suspend or terminate the service without further notice to you.

Any payment(s) the BPSP has already processed before the requested cancellation date will be completed by the BPSP. All Scheduled Payments including recurring payments will not be processed on the BPSP is cancelled. The Bank or the BPSP may terminate or suspend service to you at any time.

### **Brand Charges**

You agree to pay all fees and charges for any and all Services provided under this Agreement, including, but not limited to use of a Security Token and Bank to Bank Transfers. These fees and charges will be in addition to any charges associated with the account you maintain with the Bank and may be amended from time to time. The schedule of fees for the Service is set forth in the Bank's Schedule of Fees.

With respect to the OBP Services, any applicable fees will be charged regardless of whether the BPSP was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the BPSP to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you.

You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

### **Business Days**

For purposes of this Agreement, our business days are Monday through Friday, excluding Federal holidays.

### **Contact in Event of Unauthorized Access or Transactions**

If you believe your User ID, Password or Authentication Method has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, you may contact us as described in this Agreement.

### **Contacting Bank through E-Mail**

Sending a secure message through the Customer Message Center is one way to communicate with us. However, you agree and acknowledge that e-mail is not a secure method of communication. You should not send an e-mail message if you need to communicate with us immediately. Do not use e-mail to send banking instructions or to request services provided through the Services.

Do not send account information or transaction information by e-mail. If you e-mail us or ask us to reply to you by e-mail you agree to hold us harmless and indemnify us from any consequences, including financial loss, costs and attorney's fees incurred, resulting from any unauthorized use or disclosure of your account or personal information resulting from e-mail. Also, if you send us an e-mail, it will be deemed to have been received on the following business day. The Bank will have reasonable time to act on your e-mail. We are not required to act on any e-mail received and we are not responsible for misdirected or lost e-mails.

### **Consent to Electronic Delivery of Notices**

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, and any other communications from us concerning your account(s), information about the products and services we offer and other information we believe may be of interest or value to you, may be made electronically by posting the notice on the Bank Services website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

### **Change in Terms, Fees, Services or Products**

From time to time the Bank, in its sole discretion, may introduce, amend, modify, add or delete or remove terms to this Agreement, the Services or products provided thereunder or the fees and charges

related thereto (collectively, a "change"). By using these Services or products when they are changed or added, you agree to be bound by the change to the terms and conditions in this Agreement, and/or the Services and products provided thereunder and fees or charges related thereto. You also acknowledge that the Bank has no obligation to continue any and all Services or products offered hereunder. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer Services, you agree that we may notify you of the change in terms by mail or by posting a notice on our website. You understand that a change to the Services or products provided under this Agreement may render all such prior versions obsolete. We reserve the right to terminate this Agreement as to all such prior versions of the applications, Services, and/or related material and limit access to only the more recent revisions and updates with respect to the applications, Services and/or related materials or products provided hereunder.

### **Release of Liability and Indemnification**

You agree to release, not make any claim against, indemnify, and hold harmless, the Bank, the Bank's subsidiaries and affiliates, successors and assigns, all officers and employees thereof, and service providers, from any and all claims, losses, liabilities, and damages (whether such damages are to property, or injury or death to persons), including those from third parties, and to be responsible for all expenses and costs (including, but not limited to, reasonable attorneys' fees), which directly or indirectly arise out of or result from:

- The failure of any person or entity to provide you with access to the Services, whether caused by the equipment, software, the Bank, Internet service providers, Internet browsers, or the parties providing communication services to or from us to you;
- Acts beyond the Bank's control, including but not limited to, communication failures, energy shortages, war, acts of government, natural disasters or man-made disasters that may restrict or impair your use of Services, nor shall we be responsible for any direct, indirect, special or consequential, economic or other damages relating in any way to the foregoing.
- If you do not have enough available funds in your account to make a transfer;
- If a legal order directs us to prohibit withdrawals from the account;
- If your account is closed or if it has been frozen;
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts;
- If you, or anyone you allow, commits any fraud or violates any law or regulation;
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system was not working properly and you knew about the breakdown when you started the transfer or, in the case of a recurring transfer, at the time such transfer should have occurred;
- If you have not provided the Bank with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment or external Bank to Bank Transfer
- If you have not properly followed the instructions for using the Bank's online banking services, including Bank to Bank Transfers; or
- Any Internet access, Internet Service Provider, financial software or other product or service relating to your computer or the World Wide Web or your telephone or telephone service
- Any interruption in your electrical power or telephone service; the disconnecting of your telephone service by your telephone company or from deficiencies in your line quality; or any defect or malfunction of your computer, modem or telephone service.

- The Bank honoring or allowing any actions or transactions that were conducted under your User ID, Password and Authentication Method or acting upon messages or authorizations provided to us using your User ID, Password and Authentication Method, are caused by or arising from your connection to or use of the Services,
- Any change to authentication methods for the Services;
- Your violation of the terms and conditions of this Agreement and other related agreements, or your infringement or violation of the rights of others.

The obligations contained in the preceding sentence will continue after your use of the Services, or any part thereof, is terminated.

### **Termination**

We reserve the right to cancel or terminate this Agreement or limit your use of the Services at any time and for any reason, at our sole discretion, with or without cause and without prior notice. Examples of when we may cancel this Agreement and the use of the Services without prior notice include, but are not limited to:

- If you breach this or any other agreement we may have with you;
- If we have reason to believe that there has been or may be an unauthorized use of your User ID, Password and Authentication Method or account(s);
- If there are conflicting claims as to the funds in any of your account(s);
- If you request us to do so;
- If you do not access the Services for a period of one hundred eighty (180) days or longer;
- If you have insufficient funds in any one of your Bank accounts; or

You may cancel your Services at any time by contacting us in writing as described in this Agreement. Your access to the Services will be suspended within three (3) business days of our receipt of your instructions to cancel the Services. Termination will not affect your liability or obligations under this Agreement for transactions that have been processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of, or resulting from, termination. Termination will apply only to the Services and does not terminate your other relationships with us.

### **Governing Law**

This Agreement shall be entered into and construed in accordance with and governed by the laws of the State of Kansas. Venue for any action involving this Agreement shall be in Riley County, Kansas, unless otherwise agreed to in writing by Bank.

You and your authorized representatives agree that any and all transactions processed through the Services comply with your obligations under Agreement, as well as all local, state, and federal laws, rules and regulations, including but not limited to, all Automated Clearing House system rules, sanctions laws administered by the Office of Foreign Assets Control (OFAC), and laws administered by the United States of America in existence as of the date of this Agreement, or hereafter enacted, and as amended from time to time. It shall further be the responsibility of you and your authorized representatives to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline.)

## **Disclaimer of Warranty and Limitation of Liability**

**WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, OR THOSE WARRANTIES WHICH MAY ARISE BY COURSE OF DEALING, OR COURSE OF TRADE, REGARDING ANY MATTER, INCLUDING BUT NOT LIMITED TO THE ABSENCE OF ANY LATENT OR PATENT DEFECTS, VIRUSES, OR THE ACCURACY OR FREEDOM FROM ERROR, OF THE DATA OR THE PROGRAM USED BY OR FURNISHED TO THE BANK OR TO YOU BY SUCH LICENSER OR OTHERS, IN CONNECTION WITH THE SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE BANK MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AGAINST ANY INFRINGEMENT OF ANY PROPRIETARY RIGHTS OF ANY OTHER PARTY. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES, THE SUITABILITY OF THE SERVICES, AND WITH RESPECT TO ANY DOCUMENTATION. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT BY EITHER ACCOUNT HOLDER OR THE BANK, AND ALSO LIMITS THE LIABILITY OF ANY AGENT, EMPLOYEE OR AFFILIATE OF THE BANK. WE DO NOT AND CANNOT WARRANT THAT THE SERVICES WILL OPERATE WITHOUT ERRORS OR THAT ANY OR ALL SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIME.**

**WE PROVIDE THE SERVICES ON AN "AS IS," AS AVAILABLE, BASIS, WITH ALL FAULTS, AND HEREBY DISCLAIMS, AND YOU HEREBY RELEASE, US FROM, ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, OR THOSE WARRANTIES WHICH MAY ARISE BY COURSE OF DEALING, OR COURSE OF TRADE.**

In no event, unless specifically stated otherwise in this Agreement, shall the liability of the Bank and its affiliates exceed the amounts paid by you for the Service and products provided hereunder.

## **Severability**

If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

## **Waiver**

Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

## **Assignment**

You may not assign this Agreement. The Bank may assign this Agreement either in part or in whole at any time and with or without notice to you. This Agreement is binding upon your heirs and permitted successors and the Bank's successors and assigns.

## **Acceptance and Understanding of this Agreement**

By accepting this Agreement, you acknowledge that you have read and understand this Agreement and the separate agreements, disclosures, schedules and exhibits as they appear on the Bank's website or given to you, including but not limited to, separate agreements for optional services (if selected by you). You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity.

**November 21, 2016**