

# FIRST STATE BANK OF ST. CHARLES, MISSOURI ONLINE BANKING AGREEMENT

*Online banking is not available to children under 18 years of age.*

Please read this Agreement carefully and in its entirety. Included are the Terms and Conditions Addendums for the following Services made available to First State Bank consumers through Online Banking:

- Section (2) Online Bill Pay Service
- Section (3) eStatement T & C Addendum
- Section (4) Mobile Banking T & C Addendum
- Section (5) Mobile Deposit T & C Addendum

**1. The Agreement.** This Agreement, which includes the Fee Schedule (as it may be changed from time to time), governs your use of the online banking services offered by First State Bank of St. Charles, Missouri (the "Bank"). By using the online banking services offered by the Bank, you accept all of the terms and conditions of this Agreement. The terms and conditions of the deposit agreements and disclosures for each of your Accounts at the Bank as well as your other agreements with the Bank, such as any loans you may have, continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is subject to applicable federal laws and the laws of the State of Missouri except to the extent this Agreement can and does vary such laws. In the event any portion of this Agreement is determined to be unenforceable, then the remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference purposes only and will not govern the interpretation of the provisions of this Agreement. Your continued use of the online banking services offered by the Bank following receipt of a notice of a change to this Agreement is considered your acceptance of a change to the Agreement.

**A. Definitions.** As used in this Agreement, the following words shall have the following meanings:

- "Accounts", "Bank Accounts" means and refers to all of your deposit accounts at the Bank;
- "Bank," "we," "our," and "us" shall mean and refer to First State Bank of St. Charles, Missouri;
- "Business Day" shall mean and refer to Monday through Friday, excluding Federal Reserve holidays;
- "Customer," "you," and "your" shall mean and refer to the account holder authorized by the Bank to use online banking services pursuant to this Agreement,
- "Online Bill Pay Service" means and refers to the portion of the Service pursuant to which you may electronically direct us to make payments from the Payment Account to a designated Payee;
- "PC", "Electronic Device", "Mobile Device" means and refers to any compatible personal computer, tablet, or smart phone you may use;
- "Services" shall mean and refer to the online banking services provided by the Bank pursuant to this Agreement, as more fully described in paragraph 3, below, including the Bank's Online Bill Pay Service, Mobile Banking Service, and Mobile Deposit Service.

**B. The Services.** You may use an Electronic Device with an Internet connection to obtain balances on all of your Accounts, and transaction information on all of your Bank Accounts. You may also use your Electronic Device to obtain statements on your Bank Accounts and to transfer money between your Bank Accounts. However, transfers from your savings and Money Market accounts are considered pre-authorized transfers, and pre-authorized transfers are limited to six (6) per monthly statement cycle by federal regulations (see FSB disclosure for applicable service charges on Bank Accounts).

**C. Notice of Your Rights and Liabilities.** Security of your transaction is important to us, therefore use of the Services requires a password. Each individual who has access to the Services must designate a user code and password. Your password must be a minimum of 8 characters, and up to a maximum of 17 characters, which must consist of at least two (2) numeric characters, and two (2) alpha characters (all lower case). For example, your password may be: 123signup. You will be required to change your password periodically to enhance the security of the Services. **You agree to: (a) not disclose your password, or other means to access the Services or your Accounts to anyone else; (b) use your password as set forth in this Agreement; (c) immediately notify us of any loss or theft of your password; and (d) be liable for your password and its authorized use and for its unauthorized use as described in this Agreement.** You acknowledge that we are entitled to rely on the use of your password as your authorization for any transaction through the Services. If you permit any other person to use your password or the Services, you will have authorized that person to access your Accounts and you are responsible for any transactions that person initiates or authorizes from your Accounts. **You are solely responsible for controlling the safekeeping of and access to your password.** You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Bank and arrange to change your password. The Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Bank's agent. In any event, the Bank will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Services, even if the Bank has knowledge of the possibility of them. The Bank is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Bank's reasonable control.

**D Statements.** All payments, transfers, and/or fees incurred with the Bank's Online Banking Services will appear on your monthly Account statement.

**E Equipment.** You are solely responsible for the equipment (including, but not limited to your PC and software) that you use to access the Services. We are not responsible for errors or delays or your inability to access the Services caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the Services, nor are we responsible, under any circumstance, for any damage to your equipment or the data resident thereon.

**F Online Business Days/Hours of Operation.** The Service is available 24 hours a day, seven days a week, except during maintenance periods, for the scheduling of payment orders and transfers. However, payment and transfers can be completed only on Business Days.

## 2. Online Bill Pay Service.

Should you enroll in the Bank's **Online Bill Payment Service**, your enrollment will be contingent upon your review and agreement, at the time of enrollment, to a separate set of Terms and Conditions that governs the acceptable use of the **Online Bill Payment Service**.

## 3. eStatements Terms and Conditions Addendum

These eStatement Terms and Conditions ("Terms"), as they may be amended from time to time, are a supplement to the First State Bank Online Banking Agreement ("Agreement"), and govern your eStatement delivery for your Bank account statements. To sign up for eStatements, you must be an owner of the First State Bank account(s) you have chosen for e-Statement delivery. Upon receipt of your consent, we will provide periodic statements to you on a monthly or quarterly basis, as applicable, via your online banking logon. Also an e-mail notification will be sent to a working

email address that you have provided us. You will be required to use your online banking password to view the electronic statement. It is your responsibility to protect your password from unauthorized persons. You understand that you have no expectation of privacy if the statement notifications are transmitted to another e-mail address, selected by you, such as an employer or relative. You further agree to release the bank from any liability if the information is intercepted or viewed by unauthorized parties at this other e-mail address selected by you.

By electing to receive eStatements, you agree to the terms of this agreement. You authorize the bank to send future statement notifications for the accounts you listed to the email address provided and to receive disclosures electronically. You understand that by authorizing this eStatement Service you will no longer receive paper statements in the mail. A \$2.00 fee will be assessed for any paper statements requested. You are responsible for notifying us of any email address changes. Notification of any email changes should be received ten (10) days before the end of your normal statement cycle. You may notify us by e-mail at [bank@fsbfinancial.com](mailto:bank@fsbfinancial.com) or by calling your branch office. If your electronic mail is returned as undeliverable an attempt will be made to contact you. If you wish to stop receiving eStatements, please contact your branch office or call Product Support at 636-940-5555 or 1-888-287-2175. Please notify us at least ten (10) days before the end of your normal statement cycle.

#### **4. Mobile Banking Terms and Conditions Addendum**

Thank you for using the Mobile Money Services ("Services") and any related Software ("Software") provided by First State Bank of St. Charles (the "Bank") combined with your handheld's text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions ("Terms"), in addition to any terms and conditions to which you have previously agreed with respect to the underlying Online Banking Agreement of which the Service is a part. The Bank in its discretion may modify these Terms at any time. First State Bank offers its customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS). Enrollment requires identification of the user's banking relationship with the Bank as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. This program will be ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.

To answer any questions you have about the program, contact us at "[www.fsbfinancial.com](http://www.fsbfinancial.com)" or 636-940-5555, or send a text message with the word "HELP" to this number: 72080. To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number:72080. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

**Privacy and User Information.** You acknowledge that in connection with your use of the Services, Bank and its service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively "User Information"). The Bank and its service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Bank and its service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

**Restrictions on Use.** You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations.

**Touch ID™ for Mobile Banking.** Touch ID is an optional fingerprint sign-in method for First State Bank of St. Charles Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at [apple.com/support](http://apple.com/support)). Fingerprints are stored on your device only and the Bank never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within the Service. The Bank reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your password. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the Services menu within the Services.

Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for First State Bank of St. Charles Mobile Banking is only available on compatible iOS devices.

The Services and/or Software may not be available at anytime for any reason outside of the reasonable control of the Bank or any service provider. To the extent this Mobile Banking App allows you to access third party services, First State Bank of St. Charles, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.

#### **5. Mobile Deposit Terms and Conditions Addendum.**

These Mobile Deposit Terms and Conditions ("Terms"), as they may be amended from time to time, are a supplement to the First State Bank Online Banking Agreement ("Agreement"), and govern your use of First State Bank's Mobile Deposit Service ("Service"). You may only access the Mobile Deposit Service using the First State Bank Mobile Banking application on your compatible **iPhone** or **Android** mobile device to make deposits to your First State Bank account. By participating in the Service or using the Service, you are agreeing to the following Terms, in addition to any terms and conditions to which you have previously agreed with respect to the underlying Online Banking Agreement.

**Services:** The Mobile Deposit Service enables you to make deposits to your First State Bank checking, money market, or savings Bank Account from your **iPhone** or **Android** mobile device capable of capturing the image of original paper checks that are drawn on or payable through United States financial institutions (each a "Check" or "Check Image"), and to electronically submit the Check and associated deposit information to First State Bank using the Service. By submitting a deposit to the Bank using the Service you agree to the Terms stated herein. The Mobile Deposit Device must capture a complete image of the front and back of each check to be deposited, must read and capture the magnetic ink character recognition ("MICR") line on each Check, and must read and capture all such other data and information in accordance with Articles 3 & 4 of the Uniform Commercial Code for the processing of checks for proper payment. You may not make a deposit through the Service from a location outside of the United State or U.S. Territories.

**Fees:** The Bank offers the benefits and convenience of the Mobile Deposit Service to you at no charge; however the Bank reserves the right to charge fees for the Service in the future and will provide thirty (30) days' notice before charging fees for the Service. Fees related to your deposit account activity, such as for returned checks or obtaining copies of checks or statements, continue to apply when you use the Service.

**Check Image Quality:** To access the Mobile Capture service you must have or acquire and maintain a compatible **iPhone** or **Android** mobile phone. You must send us the image of both the front and back of each Check, ensuring a clear display of the entire MICR line (line of numbers at the bottom of check that shows bank routing number and account number). You acknowledge that you are solely responsible for the quality, completeness, accuracy, validity, and integrity of each Check Image sent by you for deposit to your Bank Account. Upon our receipt of each Check Image through the Service, we may examine the Checks to ensure they are not Ineligible Checks (defined in Ineligible Checks section below), are properly endorsed (defined in Endorsements section below), and we may, in our sole discretion, reject and not accept the Check, or elect to accept and process the Check. A Check Image shall be deemed received when you see the status of the deposit change from 'Pending' to 'Accepted' in the deposit account transaction history within Mobile Banking. If we reject your Check after it has been transmitted we will send you an email or mail notice to you telling you that decision within one (1) business day after we received it.

**Deposit Timing and Limits:** All Check Images successfully processed for deposit through the Service will be treated as "deposits" under your current Deposit Account Agreement with the Bank and will be subject to all terms of the Deposit Account Agreement, except to the extent such terms conflict with the terms of these Terms, in which case these Terms shall govern. We are not responsible for items we do not receive or for Check Images that may be dropped during transmission.

**The Bank has established a Daily Deposit Limit of \$2500 per Check and per daily total of Checks, and reserves the right to modify such limits from time to time.** Unless otherwise specified by the Bank, changes to such limits shall be effective immediately upon your acceptance of any update to these Terms. If you attempt to deposit Checks to your Account through the Service that exceed either of these limits, we may reject your deposit. If we reject your deposit, funds from that deposit will not be credited to your Account.

We may accept and process the Checks, in our sole discretion, that exceed the Daily Deposit Limit or that are deemed Ineligible Checks. Our acceptance of a Check in excess of the Daily Deposit Limit or of an Ineligible Check does not require us to accept those types of Checks at any future time.

**Generally, Check Image deposits that are successfully transmitted and received prior to 4:00 p.m. Central Standard Time will be processed on the Business Day of receipt.** Any Check Image deposit received after this time or on Saturdays, Sundays, and Federal holidays when the Bank is closed will be processed on the Bank's next Business Day. Acknowledgment that your Check Image deposit has been received by the Bank does not mean that the Check Image deposit was received error free.

**Availability of Deposited Funds:** Funds from Checks deposited through the Service may not be available for immediate withdrawal. If your Check has been successfully transmitted to us and accepted for deposit through the Service prior to 4:00 p.m. CST, the funds from the deposit will generally be made available for withdrawal on the same business day of deposit. However, longer delays may apply. We will send you a **Notice of Delayed Availability** if funds from your Check deposit are to be delayed beyond the business day the deposit was accepted.

**Check Endorsements:** You agree to restrictively endorse any Check transmitted through the Service by adding the words "**FOR MOBILE DEPOSIT ONLY**" on the back of the Check, followed by your signature. For a check payable to you and any joint owner(s) of your Bank Account, the check must be endorsed by all such payees and you may only use the Service to deposit such Check into a personal Bank account jointly owned by all such payees. If the Check is payable to you or your joint owner, either of you can endorse it. If the Check is made payable to you and any non-joint owner, you may not deposit the Check into your Bank account. If the Check is made payable to a business, the check must be endorsed with the business name and your signature and title. Checks made payable to a business may only use the Service to deposit such Check into a Bank account held in the business name, for which you are an authorized signer. Failure to properly endorse the Check and/or follow the instructions and procedures for the Service may cause delay in processing the Check denial of the deposit.

**Ineligible Checks:** You agree that you will not image and attempt to deposit any of the following types of Checks or items using the Service into your Bank Account. These items are referred to Ineligible Checks:

- Foreign checks (drawn on financial institutions located outside of the United States or its territories or that otherwise do not clear through the Federal Reserve System).
- Checks not payable in U.S. currency.
- "Starter checks" or checks that do not have pre-printed account number and check numbers
- Any Checks or items made payable to any person, company or party other than you (i.e., any third party check).
- Checks or items which have been previously deposited in any manner (including use of the Service)
- Checks or items containing alterations on the front of the item, or which you know or suspect, or should have known or suspected are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks that are remotely created as defined by Regulation CC or which are not in original form or are "substitute checks".
- Checks that are stale-dated or more than six (6) months old, or checks that are post-dated or future-dated.
- U.S. savings bonds.
- Any other types of checks or items identified by the Bank as ineligible for the Service, or for deposit in your Bank Account generally.

**Returned Checks:** We will process and return unpaid Checks in accordance with applicable laws and regulations and the Deposit Account Agreement. If Checks previously deposited are dishonored and returned unpaid, you understand and agree that since you either maintain the original Check or have destroyed the original Check in accordance with these Terms, the original Check will not be returned to you, and we may reverse any credit for the Check that was provided to you. You understand and agree that any Check image returned to you will be in the form of an electronic or paper reproduction of the original Check, or a substitute check, and your Deposit Account will be assessed a Returned Deposited Item fee as disclosed in the bank's fee schedule..

**Your Responsibilities:** You shall use the Service only for your own personal use in accordance with the terms of this Agreement. You shall not make the Service available or transfer your rights to use the Service for the benefit of any third party.

Upon your receipt of confirmation from us that we have accepted an image of the Check you transmitted, **you must securely store the original Check for thirty (30) days, and agree to thereafter destroy the original of the deposited Check in a secure manner such as shredding.** During the time that you hold the original Check, you agree to make it available to us at no cost on request at any time. You agree to cooperate with us in the investigation of any unusual transactions with quality images, or other problems related to the Check.

You acknowledge and agree that you will bear sole responsibility and liability in the event of multiple deposits of the same Check, whether such multiple deposits are intentional or unintentional and whether resulting from fraud or for any other reason whatsoever, and whether such multiple deposits are made electronically or as paper checks with us or any other financial institution, or any combination thereof. You agree that we may debit the amount of any such Check which is deposited more than once from your Bank Account, and to the extent funds in your Bank Account are insufficient to cover that amount, then any balance owed may be debited by us from any of your other Bank Accounts, as we determine in our sole discretion.

You agree that the Bank has no liability or responsibility for any failure to detect a duplicate Check, and you shall indemnify, defend, and hold the Bank and its agents harmless from and against all liability, damage and loss arising from any claims, suits, or demands, brought by third parties with respect to any Check Image, Substitute Check, or original Check processed through the Service as described above.

**Disclaimer of Warranties:** You agree that your use of First State Bank's Mobile Deposit Service and all information and content (including that of Third Parties) is at your own risk and is provided on an "As Is" and "As Available" basis. First State Bank disclaims all warranties of any kind as to the use of the Service, whether expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and no infringement. You may periodically experience technical or other difficulties when using the Service. We are not responsible for any difficulties or interruption to the Service you may experience, or any damages you may suffer as a result of those kinds of problems. The Bank makes no warranty that the Mobile Deposit Service (i) will meet your requirements, (ii) will be uninterrupted, timely secure, or error free, (iii) that the results obtained from the Mobile Deposit Service will be accurate or reliable, and (iv) that any errors in the Services or technology will be corrected. In no event will the Bank be liable to you for consequential, incidental, or indirect damage arising out of the use, misuse, or inability to use the Service, or for any loss of data, even if the Bank has been advised of the possibility of such damage.

We may change one or more features of the Service in our sole discretion at any time without prior notice except as required by law. We also reserve the right to change, suspend, or terminate your right to use the Service in whole or in part in our sole discretion at any time without prior notice to you. The acceptance of a Check via the Service is provisional, and we reserve the right to reject any Check upon further review as set forth in the Check Image Quality section above. You agree that First State Bank may provide you with all disclosures, notices, and other communications about the Mobile Deposit Service, and any future amendments or changes or additions to this Agreement, in electronic form. The Bank will provide all future updates to the Agreement by posting the updated Agreement on the Website. At your request, the Bank agrees to provide you with a paper copy of this Agreement by calling First State Bank Product Support at 636-940-5555. Your consent to receive notices and updates in electronic form only will apply for as long as you use the Service. You may withdraw your consent at any time by choosing to cancel the Mobile Deposit Service.

**G. Security Procedures.** By accessing the Service, you hereby acknowledge that you will be entering a protected web site owned by First State Bank of St. Charles, Missouri, which may be used only for authorized purposes. The Bank may monitor and audit usage of the Service, and all persons using the Service are hereby notified that use of the Service constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on this website is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986, and other state and federal laws.

We may be liable for certain security breaches to the extent required by applicable law and regulations. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to (1) monitor and/or record all communications and activity related to the Service; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your password was used in connection with a particular transaction. If any unauthorized use of your password occurs you agree to (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance required by us in recovering any unauthorized transfer of funds.

**H. Amendments.** The Bank may change a term or condition of this Agreement at any time by mailing notice to you at the last address shown for the Accounts on the Bank's records, by posting on the Bank's website, or as otherwise permitted by law, at least thirty (30) days before the effective date of any such change. We do not need to provide you with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain or restore the security of our system or the Accounts. However, even in these cases, if the change is to be made permanent we will provide you with a notice of the change with the next regularly scheduled periodic statement we send you, or within thirty (30) days, unless disclosure would jeopardize the security of our system or the Accounts. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for you in either our Checking or Savings Account records, or e-mail address you authorized to receive such notices and/or disclosures. Except as otherwise set forth in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to your last known mail or e-mail address that we have for you in our records.

**I. Errors and Questions.** In case of errors or questions about your electronic transfers or payments, you should:

- **Write to:**  
**First State Bank of St Charles**  
**206 N Fifth St.**  
**St Charles, MO 63301, or**
- **Call Product Support at 636-940-5555 or 1-888-287-2175**

If you think your monthly statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt, we must hear from you no later than sixty (60) days after we have sent the FIRST monthly statement on which the problem or error appeared. You must provide us with:

- Your name and account number (if any).
- A description of 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.
- The dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) Business Days to do this, we will recredit your Accounts for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

Tell us AT ONCE if you believe your password has been lost or stolen. Calling is the best way of keeping your possible losses down. You could lose all the money in your Accounts. If you tell us within two (2) Business Days, you can lose no more than \$50 (does not apply to Business accounts). If you do NOT tell us within two (2) Business Days after you learn of the lost or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500 (does not apply to Business accounts).

Tell us AT ONCE if your statement shows transfers that you did not make. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have prevented someone from taking money if you had told us in time (does not apply to Business accounts). If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your Accounts without your permission, call 636-940-5555 during normal business hours.

**We cannot accept notification of lost or stolen passwords or unauthorized transfers via email.**

**J. Termination.** If you wish to terminate your access to the Online Banking Services please call us at 636-940-5555 or 1-888-287-2175. Upon receiving your call, we will send a written termination authorization for your signature to return to us. In order to avoid imposition of any pending fees for

the following month, we must receive your written authorization to terminate three (3) Business Days before any service charges are scheduled to assess. **Recurring transfers between accounts will not necessarily be discontinued because you have terminated access to the Service.** To ensure that the recurring transfers between accounts have stopped, you must complete the instructions listed here or place a stop payment. The Bank is not responsible for any fixed payment made before the Bank has 24 hours to act on your termination notice. You remain obligated for any payments made by the bank on your behalf.

We reserve the right to terminate the Services, in whole or in part, at any time with or without cause and without prior written notice. This Agreement shall remain in full force and effect unless and until it is terminated by us or by you. We also reserve the right to temporarily suspend the Service in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your password as an indication of an attempted security breach. Termination of the Service does not affect your obligations under this Agreement with respect to occurrences before termination. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes, or you use the Services in a manner inconsistent with the terms of your Bank Deposit Account Agreement, online banking services agreement, or any other agreement with us.

**K. Limitation of Liability.** Except as otherwise provided in this Agreement or by law, the Bank will not be liable under any circumstances for any damages or injury arising from your use of this Service. This limitation on liability includes, but is not limited to, the transmission of any viruses which may infect your equipment, failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems (including by not limited to, accessing your internet service provider), unauthorized access, theft, operator errors, strikes or other labor problems or any force majeure. In no event shall the Bank be liable for any actual, direct, special, indirect, incidental, punitive, or consequential damages or any damages whatsoever, including by not limited to, loss of use, data, or profits, arising out of or relating to the use of this Service or the copying or displaying of information accessed through this Service, whether or not the Bank was advised of or aware of the possibility of such damages. This disclaimer of liability is effective without regard to the form of any action, including but not limited to contract, negligence, tort, strict liability or any other theory. Without limiting the foregoing, the Bank shall not be liable for any losses or damages incurred as a result of any information submitted to it through the Service or any page hereof or for its transmission of information to any person(s) or entity(ies) as a result of a request for such transmission reasonably believed by the Bank to have been made by such person or entity. If you are dissatisfied with any portion of this Service, your sole and exclusive remedy is to discontinue using the Service.

**L. Waivers.** No waiver of the terms of this Agreement will be effective, unless in writing and signed by an authorized officer of the Bank. No delay or omission by us in exercising any rights or remedies under this Agreement shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of any other right or remedy. No waiver shall be valid unless signed in writing by the Bank.

**M. Assignment.** You may not transfer or assign your rights or duties under this Agreement. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.

**N. Governing Law.** The laws of the State of Missouri govern this Agreement and all transactions hereunder. Customer acknowledges that he/she has reviewed this Agreement and understands the terms and conditions set forth.

**O. Indemnification.** You agree to indemnify, defend, and hold harmless the Bank and its parent, subsidiaries, affiliates, and the respective employees, directors, officers, and agents, of each, against any and all claims, demands, damages, costs or expenses (including reasonable attorneys' fees) that arise from your breach of this Agreement, or arising from your use of this Service.

**P. Fees.** Fees for the Bank's services under this Agreement shall be payable in accordance with a Fee Schedule as established and amended by the Bank from time to time. Charges shall be automatically deducted from customer's Payment Account, and the Bank shall provide to the Customer monthly notice of such debit(s) on your statement. The Financial Institution reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred. Additional charges for customer-requested services will only be assessed if you request one or more of the services listed here. There will be NO charge for any item if needed to correct a financial institution error.

#### **FEE SCHEDULE:**

- **Online Banking service – Free**
- **Mobile Banking service - Free**
- **Bill Pay fees may include:**
  - Any monthly statement cycle with no Bill Pay activity - \$7.00 per month
  - Overnight Check Feature – \$14.95 per transaction
  - Same-Day Payment Feature – \$9.95 per transaction
  - Person-to-Person Payment (Popmoney) – \$0.50 per transaction
- **Mobile Deposit service - Free**
- **Other bank fees that may occur:**
  - Copy of account statements - \$2.00 each
  - Insufficient funds items - \$30.00
  - Each overdraft debit or check paid - \$30.00 each
  - Returned Deposited Item - \$8.00
  - Documentation or research time - \$30 per hour

**By checking the "I Accept These Terms and Conditions" box, you (i) are at least 18 years of age and represent that you have authority to enroll in the Service and to be legally bound to the terms and conditions of Online Banking Agreement and the supplemental Service Addendums as they may apply; (ii) agree to receipt of this Agreement and all updates to this Agreement in electronic form; and (iii) represent that you have read and understand the terms and conditions of this Agreement.**