



**MAIN BANK:**  
215 South Seth Child Road  
Manhattan, Kansas 66502-3089

**EAST BANK:**  
210 Tuttle Creek Boulevard  
Manhattan, Kansas 66502-6064  
[WWW.CFNBMANHATTAN.COM](http://WWW.CFNBMANHATTAN.COM)  
(785) 323-1111

## INTERNET BANKING AGREEMENT

**AGREEMENT.** This Internet Banking Agreement ("Agreement") is a contract that establishes the rules, which cover your electronic access to your various accounts at Community First National Bank through Internet Banking Services. By using Internet Banking Services, you accept all the terms and conditions of this Agreement. Please read it carefully. You should retain a copy of this Agreement.

Each time you use or authorize others to use our Internet Banking Services constitutes confirmation by you of your agreement to and understanding of the terms of this Agreement and any screens that appear on your computer when you sign on to our Web Site. This Agreement will be effective as of the date of our acceptance as evidenced by our issuance of a User Code and Password to you.

**DEFINITIONS.** As used in this Agreement:

- "Application" means the enrollment form found at the end of this Agreement.
- "We", "our", "us", and "Bank" mean Community First National Bank, Manhattan, KS.
- "You", "your", and "customer" mean the accountholder authorized by the Bank to use Internet Banking Services under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds.
- "Account" or "Accounts" means your accounts at the Bank, including loans, checking, savings and all other deposit and transaction accounts subject to this Agreement.
- "Electronic Fund Transfers" has the same meaning as in Regulation E (12 CFR1005) and includes ATM withdrawals, preauthorized transactions, point of sale transactions and transfers to and from your Accounts using telephone or Internet Banking Services.
- "Bank Transfer" means any transfer of funds debited from or credited to your Account at the Bank through Electronic Fund Transfers or through the Bank's internal transfer between Accounts initiated through Internet Banking Services.
- "Internet Banking Services" means the services provided pursuant to this Agreement, listed in Section 2.
- "Business Day" means Monday through Friday, excluding federal holidays.
- "Service Provider" – Fiserv in Des Moines, Iowa
- "Web Site" means the Bank's website at [WWW.CFNBMANHATTAN.COM](http://WWW.CFNBMANHATTAN.COM).

**1. The Accounts and Services.** You agree to use Internet Banking Services solely for the services described in this Agreement and solely in connection with each Account in which you are authorized to conduct transactions or obtain information.

**2. Internet Banking Services.** You may use Internet Banking Services for the following functions:

- Obtain Account balance information
- Review transactions in your Account
- Receive and download Account information
- Transfer funds between Accounts
- Direct us to make payments from your Account to third parties (optional, under separate agreement)

**3. Additional Services.** We may, from time to time, make additional services available through our Internet Banking Services. Our notification may be in the form of information posted on our Web Site and will be subject to the terms and conditions of and amendments to this Agreement unless we state otherwise. We will notify you of the availability and terms of these new services. By using these additional services when they become available, you agree to be bound by this Agreement and any amendments to it, and accept any additional instructions, procedures, terms, and conditions provided to you with respect to each of these new services as amendments to this Agreement.

**4. PASSWORD.** Each individual who has access to the Bank's Internet Banking Services, including each individual named on joint Accounts, must designate a User Code ("User Code") and a password ("Password"). Your Password must be a minimum of 8 characters, up to a maximum of 17 characters, which must consist of at least four (4) numeric characters and four (4) alpha characters. You will be required to change your password periodically to enhance security.

All Internet Banking Services transactions or inquiries must be initiated by use of your User Code and Password. We may accept as authentic any instructions given to us through the use of your Password.

You may select a User Code and we will assign you an initial Password after we have accepted your Application. Upon your receipt of your initial Password, you hereby agree to change your Password to a confidential one of your choosing. The system will prompt you to change your Password during your initial sign on. You may change your Password at anytime by selecting the "USER OPTIONS" button located on the main Internet Banking webpage, and then select the "CHANGE PASSWORD" button. It is recommended that you do not use your Social Security Number, birthday, name, or other codes that may be easy for others to determine as your Password.

### Confidentiality of Your PASSWORD

No bank employee will ever ask for your Password, nor should you provide it to anyone unless you intend to allow that person access to your Accounts. You agree to keep your Password confidential. If you are contacted by anyone requesting this information, please contact us immediately. Use of the Password by you or by any other person with your authorization will be considered the same as your written signature authorizing us to complete any transaction or request communicated through Internet Banking Services. You agree that any Internet Banking Services transaction or request initiated by use of the Password will be subject to and governed by this Agreement.

If you authorize another person to use your Password, that person can use Internet Banking Services to view any information or initiate any transaction on any of the Accounts to the same extent as you, including viewing information or initiating transactions on Accounts to which that person does not otherwise have access. As such, **your sharing of your Password is strongly discouraged by the Bank, and done at your sole risk and peril** if a third party should gain access to your Password, you alone are responsible for changing the Password so as to deny the third party's access to your banking information.

If you permit another person to use Internet Banking Services or give that person your User Code or Password, you are responsible for transfers or advances that person makes from your Accounts even if that person exceeds your authorization.

**THE BANK WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR PASSWORD THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.**

You agree to notify us immediately if your Password is lost or stolen or if you believe someone else has discovered your Password. Please call (785) 323-1111 during normal business hours. 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 assistance requested by us in recovering any unauthorized transfer of funds.

**Never leave your computer unattended while accessing Internet Banking Services.** If you should, a third party may be able to access your Accounts from your terminal, without ever needing to use your Password. You should always exit Internet Banking Services and your browser completely after you finish viewing your Accounts or conducting other transactions. To completely exit, you must select the "EXIT" option, which will bring you back to the home page of our Web Site. Failure to do so could have the same effect as leaving your computer unattended while still logged on to Internet Banking Services.

**5. Transfers to and from Accounts.** You may use our Internet Banking Services to initiate Bank Transfers between your Accounts.

**Authorization.** You expressly authorize us to debit the Account in the amount of any Bank Transfer initiated through Internet Banking Services by you or your authorized agent. You agree that we may treat any such Bank Transfer from an Account the same as a legally sufficient written withdrawal, transfer, or check and that we may treat any such Bank Transfer to an Account the same as a deposit, all in accordance with the terms of this Agreement and all of your deposit agreement(s) with us. You agree that we may comply with transfer instructions entered by any person using an authorized User Code and Password, regardless of the restrictions placed at the Account level, i.e., two signatures required or minor no withdrawal.

**Limitations.** Your ability to initiate Bank Transfers between deposit Accounts may be limited by federal law or by the terms of your deposit agreements with us. Bank Transfers from deposit Accounts that are savings or money market deposit Accounts are limited as required by federal regulation. You agree that we may, without notice or other obligation to you, refuse to make any Bank Transfer for security reasons or as otherwise expressly provided in this Agreement or your deposit agreements with us.

**Time of Bank Transfers; Posting; and Funds Availability.**

If you initiate a Bank Transfer of available funds between Accounts on or before 6:00 p.m. Central Time ("CT") on a Business Day, the Bank Transfer will be posted on the same Business Day. Bank Transfers initiated after 6:00 p.m. CT on a Business Day or on weekends and holidays will be posted on the next Business Day. Bank Transfers to make payments to Accounts must be initiated by 6:00 p.m. CT on a Business Day in order to be processed on the same Business Day. Funds transferred will be available for withdrawal on the same Business Day that the Bank Transfer is posted by the Bank. If there are not available funds in the Account from which a transfer is being made at the time the transfer is processed, at our option, your Account may become overdrawn and you may be charged a fee, or the transfer may be canceled. You authorize us to withdraw the necessary funds from your Account on the date you submit a transfer request. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your Accounts. If you do not have a sufficient balance, including available credit under any overdraft protection plan, we may refuse to complete the transaction. In either case, we reserve the right to impose a non-sufficient funds (NSF) fee, and no further attempt will be made by the Bank to process the transfer request. The Bank is under no obligation to notify you if it does not complete a transfer because there are non-sufficient funds in the Account to process the transaction. In all cases you are responsible for making alternate arrangements.

**Disruption in Internet Banking Services.** You may access our Internet Banking Services 24 hours a day, seven days a week. However, occasionally we may perform regular maintenance and upgrades on systems and equipment, which may result in errors or interrupted service. We cannot guarantee that we will provide notice of such interruptions. Accessibility may also be interrupted because of conditions beyond our control, including, but not limited to, equipment malfunctions, power failures, and, outages in internet or phone service. In no event shall we be liable for any claim arising out of such a delay, interruption, disruption, or similar failure.

**6. Account Information.** You may use the Internet Banking Services to receive, download, store and print information that is routinely set forth in the statements for the Account, such as debits and credits made to the Account, amounts and item numbers for items drawn on the Account, and Account balances. Updated Account balances and transaction information will normally be available by 8:00 a.m. CT and will be current as of the end of the preceding Business Day. Available balances may reflect Bank Transfers or other transactions made since the end of the preceding Business Day, and are subject to further adjustment and correction. Because the information made available to you is "raw data" furnished through the Service Provider and is subject to change, we cannot assure you of the accuracy or completeness of the information and expressly disclaim the same. You will still receive your usual periodic statement of account ("Bank Statement") for each Account maintained with the Bank. Your Bank Statement remains the Bank's official record of your Account balances and activity.

**7. Electronic Mail Service.** We will not accept electronic mail (e-mail) instructions from you for stop payments, notice of unauthorized use or other specific instructions regarding your Accounts. We may not immediately receive, read or process an e-mail that you send to us. If you need to contact us immediately to stop payment, to report an unauthorized use of your Password, to report unauthorized access to an Account, or for any other reason, you must call us at (785) 323-1111. We will not be responsible for acting on or responding to any e-mail request.

The Bank's e-mail service is not located on a secured encrypted server and others can view the information you enter. Sending electronic messages to us through regular e-mail is also not protected by a high level of encryption. Electronic mail may be used to send you notices, disclosures and other information required by regulations. We may send this information to you by posting it on our Web Site or by e-mail. We may also send it to you by regular postal mail in writing at the address shown in our records. If you have given us an e-mail address or postal address, we are entitled to rely on that address and assume that messages sent to that address are received by you, until you give us notice in writing that the address is no longer valid. You agree that information we post to our Web Site or send by e-mail or regular postal mail will be deemed delivered at the time it is posted or sent. Information you send to us is deemed delivered when we receive and review it. If we send you a notice, disclosure or other message electronically and you wish to print it and are unable to do so, contact us at (785) 323-1111 and we will provide you with a paper copy.

**8. Linked Account.** When you first set up your User Code, we will link all of your eligible Accounts. If you open an additional eligible Account at a later date, we will link your new account to the Internet Banking Service.

**9. Fees and Charges.** Access to Internet Banking Services is currently available at no additional charge to you. The Bank reserves the right to charge for access at a later date and you will be notified in advance if this happens. Check images are available through Internet Banking Services for a fee of \$.50 for each image retrieved. After (3) three images per statement cycle, you agree to pay these fees, and you authorize us to automatically debit your Account monthly. The check image fee may be waived if you receive your statement electronically. There may be other costs and charges associated with your Accounts as stated in your Account agreement(s) such as, account maintenance fee and stop payment charges.

**10. Errors and Adjustments.** We agree to correct any error made in crediting or debiting any Account by making the appropriate adjustment to the applicable Account. You agree to repay promptly any amount credited to your Account in error, and you authorize us to initiate a debit transfer from any of your Accounts to obtain payment of any erroneous credit.

**11. Account Reconciliation.** The Account statements or other notices provided to you by us will notify you of (a) the execution of transfers and the debits and/or credits to the Accounts made with respect to such transactions, and (b) amounts debited by the Bank from your Accounts for payment of the services or other charges pursuant to this Agreement. You agree that we will not be required to provide any other notice to you of the execution of transfers or debits. You agree to promptly examine each statement for an Account and to promptly report any discrepancies between your records and the Account statements or any other notices mailed by the Bank to you.

**12. Settlement of Obligations.** To the fullest extent permitted by applicable law, you authorize us to obtain payment of your obligations to us under this Agreement from time to time by (a) initiating debits to any of the Accounts or (b) deducting the payment from the amount of any Bank Transfer. Such obligations include, without limitation, fees owed to us, and settlement for Bank Transfers initiated through our Internet Banking Services. At the time any Account is closed or Internet Banking Services are terminated, you agree that all such obligations will be immediately due and payable to us, and you authorize us to withhold the amount of any such obligations from any Account. Debiting an Account or deducting payment from the amount of any Bank Transfer is not the Bank's exclusive remedy under this or any other section of this Agreement, and the Bank will not be deemed to have made an election of remedies by making any such debit or deduction on any one or more occasions.

**13. Limits on the Bank's Liability.** If we do not complete a Bank Transfer to or from your Account on time or in the correct amount, we might be liable for some of your losses or damages. However, there are some exceptions. We will not be liable for instance if:

- Through no fault of ours, your Account does not have enough money to make the transfer.
- The transfer would exceed the balance in the Account you use for overdraft protection, or the credit limit on your overdraft checking line of credit, or the line has been closed.
- Your computer, the Web Site, phone lines, or the Bank's computer systems were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer.
- The money in your Account is subject to legal process or other encumbrances restricting transfer.
- Circumstances beyond our control prevented the transfer, despite reasonable precautions that we have taken. Such circumstances include telecommunication outages, viruses, system failure, fires, floods, and other natural disasters.
- We have placed a "hold" on funds in your Account or remitted funds to another party with your knowledge, pursuant to reasonable business procedures, or in compliance with legal process such as garnishment, tax levy, court order, etc.
- We have received incomplete or inaccurate information from you or a third party involving the Account or transfer.
- We have a reasonable basis for believing that unauthorized use of your User Code, Password, or Account has occurred or may be occurring.
- You or we have terminated this Agreement or closed the Account.
- You do not completely and properly follow the terms of this Agreement or instructions provided regarding how to make the transfer.
- Your funds are being held or frozen or are subject to legal proceedings.
- The funds in your Account are unavailable (funds are only conditionally credited until they become available for withdrawal).

UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, COSTS AND ATTORNEYS' FEES, EVEN IF INFORMED OF THEIR POSSIBILITY, ARISING IN ANY WAY OUT OF THE USE OF INTERNET BANKING SERVICES. THIS LIMITATION OF LIABILITY SHALL NOT BE CONSTRUED AS AN ATTEMPT TO WAIVE OR LIMIT ANY REMEDY THAT IS IDENTIFIED AS NOT BEING SUBJECT TO WAIVER BY AGREEMENT IN ANY KANSAS OR FEDERAL CONSUMER PROTECTION LAW OR REGULATION.

Our liability for Electronic Fund Transfers made to or from Accounts is also governed by other Sections of this Agreement. If any provision herein is inconsistent with any provision of other Sections or any provision of applicable law that cannot be varied or waived by agreement, the provisions of those Sections or applicable law shall control. To the fullest extent permitted by applicable law, you agree that we will have no liability whatsoever for any loss, damage, or claim arising out of any delay or failure in the performance of Internet Banking Services in accordance with the terms of this Agreement, including but not limited to, that resulting from our negligence. Our duties and responsibilities to you are strictly limited to those described in this Agreement, except with respect to any provisions of the law applying to Electronic Fund Transfers that cannot be varied or waived by agreement. You acknowledge that we may subcontract a portion of the Internet Banking Services to be provided under this Agreement. The Service Provider is an independent contractor and not the Bank's agent. The Bank's sole duty shall be to exercise reasonable care in the initial selection of the Service Provider. You acknowledge that no express or implied warranty,

including, without limitation, any warranty of merchantability or fitness or a particular purpose, is made by the Bank with respect to Internet Banking Services or the software, and the Bank hereby disclaims all such warranties. To the fullest extent permitted by applicable law, and without limiting the generality of the foregoing, the Bank shall not be liable at any time to you or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of the Bank's responsibilities under this Agreement which is caused or occasioned by any act or thing beyond the Bank's reasonable control, including, without limitation, legal restraint, interruption of transmission or communication facilities, virus, equipment failure, electrical or computer failure, war, emergency conditions, natural disasters, fire, storm, or other catastrophe, or inability to obtain or delay in obtaining wire services or Internet access, or refusal or delay by the Service Provider or another bank or financial institution to execute any transfer. In addition, the Bank shall be excused from any failure or delay in executing a transfer, if such execution would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, you agree that the Bank shall not have any liability whatsoever for any loss caused by the act, error, or omission of you or any other person, including, without limitation, the Service Provider any Internet access service provider, any Federal Reserve Bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed the Bank's agent.

#### **14. Your Liability for Unauthorized or Erroneous Transfers.**

To the fullest extent permitted by applicable law, you agree to be responsible for all unauthorized or erroneous transactions initiated through Internet Banking Services. You have the obligation to immediately notify the Bank if your Password has been lost or stolen, or if someone has transferred funds from your Account through Internet Banking Services without your permission (or is contemplating doing so). The following provisions of this Section apply only to your liability for unauthorized Electronic Fund Transfers. Liability for Bank Transfers excluded from Regulation E coverage shall be governed by the terms and conditions of your account you have with us. An "unauthorized Electronic Fund Transfer" means an Electronic Fund Transfer from an Account that is initiated by another person without your authority to initiate the Electronic Fund Transfer and from which you receive no benefit. The term does not include any Internet Banking Services Electronic Fund Transfer that is initiated by a person to whom you furnished your Password, unless you have notified us that Electronic Fund Transfers by that person are no longer authorized and we have had reasonable opportunity to act on that notification. We may require that the notice be in writing. If you notify us verbally, we may require you send us your complaint or question in writing. When you contact us, please provide the following information (1) your name (2) the date and dollar amount of the transaction in question (3) the transaction number if available, or a description of the transaction. You could lose all the money in your Account, some or all of the money in any linked Account, or any other funds you have with us that we permitted by law to use as a set off, or up to your maximum overdraft line of credit (if applicable), if you fail or refuse to immediately advise the Bank of the unauthorized use of your Password. If your statement shows Electronic Fund Transfers that you did not make, tell us at once. If you do not tell us within sixty (60) calendar days after we mail or make available to you the FIRST statement on which the problem or error appeared, you shall not be entitled to assert a claim against the Bank, nor be entitled to any damages from the Bank, for unauthorized transfers made after the sixty (60) days if we can prove that we could have prevented such transaction had you reported it to us within the sixty (60) calendar days. This sixty (60) day limitation is without regard to the standard of care exercised by the Bank. **If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from an Account without your permission, call: (785) 323-1111, Or write: Community First National Bank, Attn: Operations Department, 215 South Seth Child Rd, Manhattan, Kansas 66502**

**15. Internet Connection.** You understand and agree that use of or connection to the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to your computer systems, networks, and any and all information stored therein. We shall not be responsible for any adverse consequences whatsoever resulting from your connection to or use of the Internet, and shall not be responsible for any use by you of an Internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

**Virus Protection.** You agree that the Bank is not responsible for any electronic virus that you may encounter using Internet Banking Services. Routinely scan your PC using any reliable virus protection product to detect and remove any viruses found.



**System Requirements.** In order to access and retain records in connection with Internet Banking Services, your system must meet the following requirements: access to the Internet through your PC; Acrobat Reader 7.0 (or higher); Internet Explorer 7.0 (or higher) or Firefox 2.0 (or higher).

**Hardware.** You are solely responsible for the equipment (including your personal PC and software) you use to access Internet Banking Services. We are not responsible for errors or delays or your inability to access Internet Banking Services caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with Internet Banking Services nor are we responsible for any damage to your equipment or the data resident thereon.

## 16. Acknowledgement of Commercially Reasonable Security Procedures.

By using Internet Banking Services, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions, which are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

## 17. Disclosure of Deposit Account Information to Third Parties.

We are strongly committed to protecting your security and confidentiality. You are assured that we will guard your information from third parties except for the following situations:

- When it is necessary to complete a transfer as requested by you or investigate or resolve a problem.
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau when you have authorized the disbursement of such information.
- In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal processes.
- If you give us your written permission.

For more information on the Bank's privacy policies contact: Community First National Bank, Attn: Compliance Officer, 215 S. Seth Child Rd, Manhattan, KS 66502, (785) 323-1111.

**18. Other Agreements; Severability; Governing Law.** The terms and conditions of this Agreement are cumulative with and in addition to any terms of the Bank's signature cards or account agreements for your Account(s), the applicable Account disclosures, the Fee Schedule, the Schedule of Funds Availability, the Bank's Electronic Fund Transfer Agreement and Disclosure Statement, all as may be amended from time to time. In the event of any conflict between this Agreement or the term of any related materials regarding the Bank's obligations to you, the terms of this Agreement will control. If any provision of this Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. No consumer protection provision of the Federal Electronic Fund Transfer Act or Federal Reserve Board Regulation E is intended to be waived by you under this Agreement unless law permits the waiver. The parties agree to be bound by the operating rules and guidelines of the National Automated Clearing House Association and the applicable local Automated Clearing House Association as in effect from time to time with respect to all automated clearing house transfers made hereunder. This Agreement will be governed by the substantive laws of the United States, applicable federal regulations, and to the extent not inconsistent therewith, the laws of the State of Kansas. Your use of the Internet Banking Services may also be affected by the agreements between us for your deposit, credit card, and other linked Accounts. When you link an Account to Internet Banking Services, you do not change the agreements you already have with us for that Account. For example, when you use Internet Banking Services to access a credit Account, you do so under the terms and conditions we gave you in the agreement and disclosure for the credit Account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions, which might impact your use of an Account with Internet Banking Services.

**19. Amendments and Changes to this Agreement.** We may amend this Agreement from time to time. Each amendment will be effected by our mailing or otherwise delivering the amendment, revised Agreement and/or notice thereof to you in accordance with applicable federal and state laws. If no federal or state law specifically governs the amendment, the amendment shall

be effected by mailing or otherwise delivering it to you or posting it on our Web Site and in our full-service branch offices at least ten (10) calendar days prior to the effective date of the amendment. Notwithstanding the foregoing and to the extent permitted by applicable law, we may change any term of this Agreement without prior notice or obligation to you: (a) if the Service Provider changes any term without providing us sufficient notice to enable us to properly notify you; (b) for security reasons; (c) to comply with applicable law; or (d) as otherwise expressly provided in this Agreement.

## 20. Termination and Cancellation of Internet Banking Services.

You may cancel Internet Banking Services and this Agreement at anytime. In the event you wish to discontinue using Internet Banking Services, contact the Bank in writing. We reserve the right to terminate your use of Internet Banking Services at any time with or without prior written notice and for any reason. This cancellation applies to your Internet Banking Services and does not terminate your other Bank Accounts. We may terminate your participation in Internet Banking Services for any reason, at any time. We will try to notify you in advance, but we are not obliged to do so.

**21. Assignment or Waivers.** You may not assign all or any part of your rights or duties under this Agreement. No waiver of the terms of this Agreement will be effective, unless in writing and signed by an authorized officer of the Bank.

**22. No Third-Party Beneficiaries.** This Agreement is for your benefit and is not intended to grant, and shall not be construed as granting, any rights to or otherwise benefiting any other person, except as expressly otherwise provided in this Agreement.

**23. Ownership of Materials.** The content and information on our Web Site is the property of the Bank. It should not be duplicated. By accessing Internet Banking Services, you hereby acknowledge that you will be entering the Web Site, which may be used only for authorized purposes. The Bank may monitor and audit usage of the system, and all persons are hereby notified that use of Internet Banking Services constitutes consent to such monitoring and auditing. Unauthorized attempts to up-load information and/or change information on the Web Site are strictly prohibited.

**24. Electronic Disclosure and Consent.** By your consent below, you agree that we may provide you with all disclosures, notices and other communications, about Internet Banking Services including this Agreement and any future amendments, in electronic form. We will provide all future notices by posting them on the Web Site for a period of at least 90 (ninety) days. You may download or print the notices from your computer, if you have the proper hardware and software. At your request, we will provide you with a paper copy of any of the above documents without any fee. You have the right to withdraw this consent, but if you do so, we will immediately terminate your participation in Internet Banking Services. You may obtain copies of any documents we provided electronically or withdraw your consent by contacting us at (785) 323-1111.

**25. Hyperlinks.** HYPERLINKS DISPLAYED ON THE WEB SITE ARE OFFERED FOR INFORMATIONAL PURPOSES ONLY. THE BANK IS NOT RESPONSIBLE FOR AND DOES NOT CONTROL THE CONTENT OF SUCH THIRD-PARTY SITES. THE BANK DOES NOT GUARANTEE THE AUTHENTICITY OF DOCUMENTS AT SUCH SITES, NOR DOES IT ENDORSE THE IDEAS, OPINIONS, INFORMATION, PRODUCTS OR SERVICES OFFERED AT SUCH SITES. THE BANK DISCLAIMS LIABILITY FOR ANY FAILURE OF PRODUCTS OR SERVICES ADVERTISED ON SUCH SITES. EACH SUCH SITE MAY HAVE A PRIVACY POLICY, WHICH IS DIFFERENT FROM THE BANK'S, AND MAY PROVIDE LESS SECURITY. USE OF HYPERLINKS IS AT THE CUSTOMER'S OWN RISK.

**26. Mobile Banking.** Mobile Banking is offered as an additional service to our Internet Banking Services. You will be able to download an application on your phone that uses your phone's browser to access your Account. It is not intended to replace access to Internet Banking Services from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your account information and conduct a variety of other transactions on your mobile phone. In order to use the Mobile Banking, you must be enrolled to use the Internet Banking Services and then activate your mobile device on the Internet Banking Services.

We reserve the right to limit the types and number of accounts eligible for Mobile Banking. We reserve the right to refuse to execute any transaction you request through Mobile Banking. We also reserve the right to modify the scope of the Mobile Banking Service at any time.

We do not guarantee functionality of the service on all mobile phones. Minimum system requirements on your phone are:

- **User Agent:** Mozilla/5.0 (compatible; MSIE 9.0; Windows NT 6.1; WOW64; Trident/5.0)
- **Resolution Width:** 128
- **Resolution Height:** 92
- **Image Width:** 120
- **Image Height:** 92
- **Brand Name:** NA
- **Model Name:** NA

Mobile Banking may not be accessible or may have limited use over some network carriers. We cannot guarantee and are not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues. You are responsible for the charges of any wireless service provider while using the service.

You agree that you will contact us directly if you encounter any problems with Mobile Banking. We may modify the Mobile Banking service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your mobile phone and we will not be liable to you for any losses caused by your failure to properly use the Mobile Banking service or your mobile phone.

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Internet Banking Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which may impact your use of Mobile Banking (i.e. data usage charges imposed on you by your mobile service provider for uses of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

The accounts that you access using the Mobile Banking service are subject to the terms and conditions of the deposit agreement for those accounts and the additional terms and conditions included in this Internet Banking Agreement.

You agree not to use Mobile Banking 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.

You agree that you will not attempt to: (i) access this service for which your use has not been authorized; (ii) use or attempt to use a third party's account; or (iii) otherwise abuse the service.

We will use commercially reasonable efforts to secure the service to prevent access by unauthorized persons and to prevent the introduction of any unauthorized tracking or malicious code, such as a computer virus or spyware. However, no security system is failsafe, and despite our efforts the security of the service could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.

**27. Bill Payment Services.** Included in the Internet Banking Services is an optional service that allows you to direct us to make payments from your eligible deposit Account to a person or entity to which you wish a bill payment to be directed or is a person or entity from which you receive electronic bills, as the case may be. This is provided through our service entitled "Bill Pay". This service is provided by us through our non-affiliate service providers. Any applicable fees may apply for the use of Bill Pay as provided in the separate Bill Payment Service Agreement which controls the Bill Pay service.

To initiate Bill Pay Services, select "Yes" in the Bill Pay section of the Enrollment Information at the end of this Agreement. Subsequently you will be able to activate Bill Pay Services after you have signed into the Internet Banking Services. If you do not choose the Bill Pay service at this time, you may add the service later through the Internet Banking Services.

I understand that I am the only individual authorized to use Internet Banking Services under this Agreement through the use of my User Code and my use of Internet Banking Services signifies agreement to the terms and conditions set forth in this Agreement. I acknowledge the receipt of a complete copy of this Agreement on this date.

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Signature

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Date

**ENROLLMENT INFORMATION:**

Name:
Zip Code:
E-mail Address:

Account to debit for fees (when applicable):
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Please select the User Code you wish to use to sign on to Internet Banking Services. The User Code must be in LOWER CASE characters and contain at least 6 characters (alpha or numeric or a combination) with a maximum of 19 characters. Your User Code cannot contain any spaces or special characters (for example: @ # & or "). Each User Code for Internet Banking Services must be unique. We will contact you if you choose a User Code that has already been selected and you will be asked to select an alternate User Code.
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User Code (lower case only):
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To confirm your identity, if you call for help with Internet Banking Services, provide the answer to ONE of the following questions that we can ask you that only you could generally answer.

- (Select One)
- What is the name of the town you were born in?
  - What was your high school mascot?
  - What is your father's middle name?
  - What year was your mother born in?
  - What month were you married in?

Answer:
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Enroll in Bill Pay? <input type="checkbox"/> Yes <input type="checkbox"/> No
Customer will also have to accept the terms and conditions of the Bill Payment Service Agreement through the Internet Banking Services.

**For Bank use only:**

Portfolio #:  
Name Line:  
Account S/C Cycle:

Verified Signature By:  
Activation Date:  
Activated By: