



**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

## E-BANKING AGREEMENT

**AGREEMENT.** This E-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 E-Banking Services. By using E-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 E-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 Device (computer, tablet, mobile phone, etc) when you sign on to access the E-Banking Services. 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 E-Banking Services under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds, regardless of whether the transaction conducted by anyone authorized by the accountholder is not approved by the accountholder or exceed the authority granted by the accountholder.
- "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 CFR 1005) and includes ATM withdrawals, preauthorized transactions, point of sale transactions and transfers to and from your Accounts using telephone or E-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 E-Banking Services.
- "E-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 E-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. E-Banking Services.** You may use E-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)
- Deposit checks through our mobile app

**3. Additional Services.** We may, from time to time, make additional services available through our E-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 E-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 one (1) numeric character, one (1) alpha characters, and one (1) special character. You will be required to change your password periodically to enhance security.

All E-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. You must choose a different User Code if the User Code you initially selected is unavailable. 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 E-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. You are solely responsible for safeguarding your User Code and Passwords and shall be solely liable for any damages for your failure to safeguard this information.

### 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 communications through E-Banking Services. You agree that any E-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 E-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 E-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 SHALL HAVE NO LIABILITY TO YOU OR A THIRD PARTY 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 device unattended while accessing E-Banking Services.** If you should, a third party may be able to access your Accounts, without ever needing to use your Password. You should always exit E-Banking Services completely after you finish viewing your Accounts or conducting other transactions. To completely exit, you must select the "EXIT" option. Failure to do so could have the same effect as leaving your device unattended while still logged on to E-Banking Services.

**5. Transfers to and from Accounts.** You may use our E-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 E-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 E-Banking Services.** You may access our E-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 E-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 provide 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. You agree that you have the computer hardware and software to open, view and/or save electronically delivered notices, disclosures, or other messages. You may also ask us for a paper copy of the notices, disclosures, or messages by contacting us in person or at (785) 323-1111.

**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 E-Banking Service.

**9. Fees and Charges.** Access to E-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. 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 E-Banking Services. At the time any Account is closed or E-Banking Services are terminated, you agree that all such obligations shall 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. As a way of example and not as a limitation, we shall 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.
- 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 E-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 E-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 E-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 E-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 solely responsible and liable for all unauthorized or erroneous transactions initiated through E-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 E-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 E-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 are 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 E-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 E-Banking Services, your system must meet the following requirements: access to the Internet through your PC; Acrobat Reader 7.0 (or higher); Internet Explorer version 11 (or higher); MS Edge, Chrome (current version); Safari 7.0 (or higher) or Firefox (current version).

**Hardware.** You are solely responsible for the equipment (including your mobile phones, personal PC and software) you use to access E-Banking Services. We are not responsible for errors or delays or your inability to access E-Banking Services caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with E-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 E-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 our instructions 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 E-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 E-Banking Services, you do not change the agreements you already have with us for that Account. For example, when you use E-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 E-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/or 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 E-Banking Services.

You may cancel E-Banking Services and this Agreement at any time. In the event you wish to discontinue using E-Banking Services, contact the Bank in writing. We reserve the right to terminate your use of E-Banking Services at any time with or without prior written notice and for any reason. This cancellation applies to your E-Banking Services and does not terminate your other Bank Accounts. 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 E-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 E-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 E-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. 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 E-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 E-Banking Services. It is not intended to replace access to E-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 E-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:

- **Android, Android version 4.4 (or higher), two mega-pixel camera in resolution**
- **iOS-iPhone, iOS version 7.0 (or higher)**
- **iOS-iPad, iOS version 7.0 (or higher)**

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 E-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 E-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.

Use of Mobile Banking requires agreement with additional terms and conditions between you and our Service Provider. You must agree to the additional terms and conditions electronically when you first enroll in and access Mobile Banking. By using Mobile Banking you will be bound by this Agreement as well as the additional terms and conditions. We will provide you a copy of the additional terms and conditions at your request.

**27. Mobile Check Deposit Services.** Upon our approval and subject to deposit limits, you may electronically deposit checks into Accounts using the Mobile Banking App.

#### **Check Requirements:**

**a) Image Quality.** Both the front and back of each Check must be transmitted to the Bank as provided in any user guide or other instructions provided to you by the Bank or the Service, including on-screen instructions. The Bank in its sole discretion may refuse to accept Checks that do not meet our image quality requirements. This includes, without limitation Checks where: i) the front and/or back image is too large or too small; ii) the front and/or back image is too light or too dark; iii) the front and back images have a dimension or other mismatch or discrepancy; iv) the image has torn or folded edges, cut

corners, or other damage; v) the image does not comply with the standards for image quality established from time to time by the American National Standard Institute (ANSI), the Federal Reserve Board, any other regulatory agency, clearing house or association, or by us, or by applicable law.

**b) Information on the Check.** Any image of a Check that you transmit through the Service must accurately and legibly provide all of the information (within the edges of the check) on the front and back of the Check at the time it was presented to you. You must endorse the original Check with the restrictive endorsement "For Mobile Deposit Only" and your signature or legal mark before scanning it. You authorize the Bank to supply an endorsement on your behalf for deposit to your account if a Check is missing or has an improper endorsement. You agree that the scanned image of each Check shall provide the following information: (1) identification of the drawer and the paying bank that is preprinted on the Check, including complete, full-field, and accurate MICR (magnetic ink character recognition) line, routing transit number, number of the account on which the Check is drawn, and drawer signature(s); (2) amount, payee, date, Check number; and (3) other information placed on the Check before imaging, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check.

**c) Your Representations and Warranties with Respect to Prohibited Checks.** The Bank in its sole discretion may refuse to accept, and you represent and warrant that you shall not use the Service to deposit, any Checks that: i) are payable to any person other than you; ii) contain obvious alterations to any of the fields on the front of the Check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the account holder; iii) are substitute checks as defined by Check 21 or IRDs (image replacement documents) that purport to be substitute checks and which have been previously endorsed by a financial institution; iv) are drawn on a financial institution located outside the United States or are not payable in United States currency; v) are dated more than six (6) months prior to the date of deposit; vi) have a duplicate MICR code line; vii) are missing or have an invalid or incorrect routing number; viii) are photocopies or otherwise not original paper Checks when they are scanned; ix) are issued to multiple parties; x) are third party or second endorsed Checks; xi) have been previously returned to You as unpaid or dishonored by the payor financial institution; xii) do not qualify as "original checks" as defined in Regulation CC.

In the event that you breach any of these representations or warranties, you agree to defend, indemnify and hold the Bank and its agents harmless from and against all liability, damages, and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize us to charge your account(s) for the amount of any claim, suit or demand that constitutes a breach of warranty claim under the provisions of Check 21, Regulation CC, and/or the Uniform Commercial Code. Additionally, you acknowledge that the Bank may refuse to accept for deposit a check or draft issued by you, or by any other person on any of your accounts or any account on which you are an authorized signer or joint account holder, or any account of any business entity of which you are a principal, officer or authorized signer.

**Rejection of Deposit by Banks:** After we receive Check images and all other required deposit information from you through the Service, we shall provisionally credit your designated account for the total amount of such Checks. The provisional credit is subject to final payment of the Checks and is also subject to your Bank Account Agreement.

You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any Check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any Check transmitted through the Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for remote deposit, you must physically deposit the original Check.

**Checks Returned Unpaid:** You are solely responsible for verifying that Checks that you deposit by using the Service have been received and

accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because Checks were returned unpaid by the payor financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. You agree to notify the Bank in the event you change or cancel your on-file email address.

In the event that the Bank credits your account for a Check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such Check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the Check was timely returned or whether there is any other claim or defense that the Check was improperly returned.

You understand and agree, since you will retain possession of the original check when using the Service, the original check will not be returned and the Bank may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account if the item is returned unpaid to the Bank. See Section 9 for retention requirements. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original Check or a substitute check.

You may not use the Service to deposit a substitute check and you may not deposit the original Check through the Service or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide to you in connection with returned Checks.

**YOUR DUTY TO REPORT ERRORS:** The Bank will provide you with periodic statements that will identify the deposits that you make through the Service. In addition, you may access the Bank's E-Banking service for information about your deposits, return items, deposit adjustments, Checks and other transactions on your accounts. You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through the Service have been received and accepted by the Bank and are accurate. Receipt of a Check by the Bank through the Service does not constitute an acknowledgement by the Bank that the Check is error-free or that we will be liable for the Check. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your Bank Account Agreement. You agree to cooperate in any investigation by the Bank of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify the Bank of any error, omission or other discrepancy in accordance with this Agreement and your Bank Account Agreement shall relieve the Bank of any liability for such error, omission or discrepancy.

**FUNDS AVAILABILITY:** "Funds Availability" refers to your ability to use the funds that you deposit into your account through the Service. This funds availability policy only applies to deposits made using the Service. Deposits made at a branch location or ATM remain subject to the funds availability policy outlined in your deposit account agreement. The funds for the Checks that you deposit through the Service may not be immediately available to you. In order to determine the availability of your funds, you will need to determine the date and time that the Checks and all required data and information are received by the Bank. You understand and agree that we shall not be deemed to have received a Check deposit through the Service until we notify you via onscreen messaging and/or e-mail that we received the Check deposit.

The deposit cut-off time for the Service is 6 PM Central Time (CT). The Bank reserves the right to change the cut-off time in its sole discretion. Such change shall be effective immediately and may be implemented before you receive notice of the change. You may contact us at any time to verify our current cut-off time. If you complete the scanning and transmission process and receive your deposit receipt, Checks that you deposit before the cut-off time on our business days will be considered as received that same business day. Checks that are received by us through the Service after the cut-off time on a business day, or on any day that is not a business day, will be considered as received by us on the next business day. For purposes of determining when a deposit is received, the Bank's records shall be determinative.

Funds from Checks you deposit using the Service will generally be available on the next Business Day after the day the Bank received it. The Bank may delay availability of funds based on such factors as credit worthiness, the

length and extent of your relationship with us, transaction and experience information, and such other factors as the Bank, in its sole discretion, deems relevant. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. In general, funds delayed for the above reasons will be available no later than the next Business Day (Monday thru Friday, excluding federal holidays) after the day of your deposit. You agree that it is your responsibility to understand and build into your transmission schedules the appropriate deadlines necessary to meet our funds availability schedule.

We are not liable for transactions you initiate before the funds are available for your use. Until the funds are made available, you may not withdraw the funds in cash and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this. Even after the item has "cleared," we have made funds available to you, and you have withdrawn the funds, you are still responsible for items you deposit that are returned to us unpaid and for any other problems involving your deposit.

**STORAGE, SECURITY AND DESTRUCTION OF ORIGINAL CHECKS:** You agree that once a Check has been deposited through the Service, the original Check is your property and not the property of the Bank. You shall securely store the original Check for a reasonable period, not to exceed seven (7) days, after you receive a deposit receipt through the Service that the Check has been accepted. While the original Check is in your possession, you agree to use a high degree of care to safeguard the original Check and related files against security risks. Security risks include, without limitation, the theft or reproduction of the original Check or unauthorized use of the information on the Check or in the file. You shall take appropriate security measures to ensure that: a) only authorized persons shall have access to the original Check; b) the information contained on the Check shall not be disclosed to unauthorized persons; and c) the original Check will not be duplicated, will not be scanned more than one time, and will not be presented, deposited or negotiated again in any way. Upon request by the Bank you will promptly provide to the Bank a retained original Check, or a sufficient copy of the front and back of the Check in form acceptable to us, to aid in the clearing and collection process, or to resolve claims by third parties, or for our audit or fraud loss prevention purposes.

After the seven (7) day retention period expires, you shall destroy the original Check by shredding it or by any other permanent deletion manner that does not allow the original Check to be accessed by an unauthorized person(s) and in a manner that the original Check is no longer readable or capable of being reconstructed. After destruction of an original Check, the image will be the sole evidence of the original Check. You agree to be responsible to us for any losses, costs, expenses, and damages we may incur as a result of your failure to comply with the provisions of this Section.

**PROHIBITION AGAINST PRESENTING CHECKS MORE THAN ONCE:** Once you have used the Service to deposit a Check you agree not to present, or allow anyone else to present, that original Check or a substitute check of that original Check again for deposit through the Service or by any other means. If you or anyone else present a Check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such Check or substitute check. You agree that we may debit from your Bank account the aggregate amount of any Checks that that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with the Bank in our sole discretion.

**DEPOSIT LIMITS:** The Bank reserves the right to establish and assign to you deposit limits for the Service (including limits on the dollar amount and/or number of Checks that you may transmit through the Service each day) and to modify such limits from time to time in the Bank's sole discretion, and you agree to comply with all such limits. Our current daily deposit limit is \$3000.00 per day.

**COMPLIANCE WITH LAW; PROHIBITED ACTIVITIES:** You agree to use the Service for lawful purposes and in compliance with all applicable laws, rules and regulations. You are prohibited from engaging in, and you represent and warrant to the Bank, that you do not and shall not

engage in, any business or activity that: a) would result in your being or becoming a money service business that regularly cashes third party checks, sells money orders, or handles wire transfers or other financial services for third parties; b) would result in your accepting restricted transactions in connection with another person in unlawful Internet gambling; c) would result in the Bank being used as a conduit for money laundering or other illicit purposes; or d) would directly or indirectly result in any activity or use of the Service that may be illegal or fraudulent.

**YOUR FINANCIAL INFORMATION:** The Bank may request financial and other information from you from time to time in order to evaluate the risks of providing the Service to you. You agree to promptly provide any such financial and other information we request. You authorize the Bank to review your financial information, including consumer reporting agency reports, before we authorize you to use the Service and for as long as you use the Service. If you do not provide any requested financial or other information, or if we determine that the credit, security or other risks of continuing to provide the Service to you are not acceptable, we may immediately terminate your access to the Service without prior notice.

**SERVICE FEES:** Currently we do not impose any fees for the Service. We reserve the right to impose fees for the Service in the future and we will notify you of any such fees, in the manner and to the extent required by this Agreement and by law. Your use of the Service after the effective date of any fee changes shall constitute your agreement to such fee changes. You also understand and agree that you are responsible for any wireless service provider charges and any and all other fees and charges that you may incur by accessing and using the Service. If we do impose fees for the Service in the future, you may avoid these fees by notifying us of your intent to discontinue the use of the Service (if monthly fee; no notice required for per Check fee) and deposit checks at an ATM (if available) or at a branch office.

**YOUR REPRESENTATIONS AND WARRANTIES:** In addition to your representations and warranties contained in other provisions of this Agreement, you represent and warrant that: a) Each Check you deposit through the Service will be an item as defined in the Kansas UCC Article 4, and that item, once negotiated by You, carries your transfer and presentment warranties as described in said UCC; b) Each image of a Check you transmit to us is a true and accurate rendition of the front and back of the original Check, without any alteration, and the drawer of the Check has no defense against payment of the Check; c) You are authorized to enforce each Check you transmit for deposit or are authorized to obtain payment for each Check on behalf of a person entitled to enforce such transmitted Check; d) You are solely responsible for any and all financial risk that may be associated with your use of the Service, including without limitation the risk that a Check will be returned for insufficient funds; e) You are solely responsible for the instructions you provide to the Bank and for failing to properly access or use the Service, including without limitation input errors; f) You will not deposit or otherwise endorse to a third party the original Check, and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original Check or a paper or electronic representation of the original Check such that the person will be asked to make payment based on an item that has already been paid; g) You will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

If you breach any of these representations and warranties, you agree to indemnify, defend and hold the Bank, its shareholders, parents, subsidiaries, affiliates, officers, directors, employees, agents, and its and their successors, heirs and assigns harmless from and against any and all liability, damages, or losses arising from any claims, suits or demands from third parties with respect to such breach. You further authorize the Bank to debit your account for the amount of any such claim, suit or demand that results from a breach of warranty claim under the provisions of Check 21, Regulation CC, and/or the Uniform Commercial Code. You will maintain funds in your account(s) in amounts and for a period of time as we determine in our sole discretion to cover any outstanding Checks and your obligations for returns of Checks, warranty claims, fees and other obligations. If any such liabilities exceed the amount in the applicable account(s), we may charge such excess against any of your other accounts at the Bank and you will pay us any amount remaining unpaid immediately upon our demand.

**MOBILE DEPOSIT SECURITY; DATA SECURITY:** You understand that Check images captured using your Mobile Device are stored on the Mobile Device only until the associated deposit has been successfully

submitted. You agree to promptly complete each deposit. In the event that you are unable to promptly complete your deposit, you agree to ensure that your Mobile Device remains securely in your possession until the deposit has been completed or to delete the associated images from the application. It is your responsibility to notify us immediately by telephone at (785) 323-1111 with written confirmation if you learn of any loss or theft of original Checks. You will ensure the safety and integrity of original Checks from the time of receipt until the time of destruction. You agree to protect the confidentiality of your account and account number, your data, and your personal identification information. Notwithstanding our efforts to ensure that the Service is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including e-mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Service or e-mail transmitted to and from us, will not be monitored or read by others.

**28. Bill Payment Services.** Included in the E-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 E-Banking Services. If you do not choose the Bill Pay service at this time, you may add the service later through the E-Banking Services.

I understand that I am the only individual authorized to use E-Banking Services under this Agreement through the use of my User Code and my use of E-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 E-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 E-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.
User Code (lower case only):

To confirm your identity, if you call for help with E-Banking Services, provide the answer to ONE of the following questions that we can ask you that only you could generally answer.
(Select One)
<input type="checkbox"/> What is the name of the town you were born in?
<input type="checkbox"/> What was your high school mascot?
<input type="checkbox"/> What is your father's middle name?
<input type="checkbox"/> What year was your mother born in?
<input type="checkbox"/> What month were you married in?
Answer:

Enroll in Bill Pay? _____ Yes _____ No
Customer will also have to accept the terms and conditions of the Bill Payment Service Agreement through the E-Banking Services.

**For Bank use only:**

Portfolio #:

Name Line:

Account S/C Cycle:

Verified Signature By:

Activation Date:

Activated By: