

BANK OF OLD MONROE

INTERNET BANKING SERVICES AGREEMENT

1. Internet Services; Fees. The following Bank services will be available to you through the Internet: Transfer funds between any Bank deposit accounts, such as checking, savings or money market accounts; make loan payments to the Bank; receive and download balance and transaction information for accounts at the Bank; pay bills electronically from accounts at the Bank; and give stop payment orders for checks. You may be required to enter into other agreements in order to use any of these services. The Bank may, at any time, increase or delete any such services, provided that no services will be deleted unless you have been given at least 30 days prior written notice. You must provide your own access to the Internet through an Internet provider of your choice. You will be required to pay the standard fees for any transactions that you make through the Internet. The Bank may establish other fees by giving you at least 30 days prior written notice. You are responsible for all telephone charges you incur in connecting to the Internet and for any charges imposed by your Internet provider.

2. Transfer of Funds. You may only transfer funds from one account to another account to the extent that there are unencumbered collected funds in the account from which you want to transfer funds. The number of transfers that you may make may be limited by law or government regulation and the Bank may establish restrictions on transfers that may exceed those limits.

3. Bill Paying. You may instruct us to pay bills from your accounts by designating the name and address of the payee and the amount and your account number with your payee of the bill. The amount of the payments, and any applicable fees, will be deducted from the account that you designated to be used to pay bills. It is solely your responsibility to submit your instructions to the Bank in sufficient time for the payment to be issued and received by the payee in a timely manner. Payments may be made either electronically or by paper checks at the sole discretion of the Bank. The Bank must receive your bill paying instructions at least three business days before the payment must be received by your payee. This time period begins when the Bank receives your instructions before 2:00 p.m. on a business day. You are solely responsible for giving the bank the accurate name of the payee of bills, and the address of the payee (including electronic address), and the amount of the bill to pay and your account number with your payee. The Bank will not be liable for any failure to make payments or late payments as a result of incorrect information, or any mail delays or delays caused by electronic payment systems. You must give the Bank at least two business days prior written notice if you want to cancel any automatic bill paying instructions. The Bank will only pay bills if you have sufficient unencumbered collected funds in the account from which the bills are to be paid; the Bank has no obligation to tell you if you do not have sufficient funds and the Bank will have no liability to you for failing to pay a bill if there are not sufficient funds in the account. There will be a one time online fee of \$35.00 per item for any item that is not paid due to lack of sufficient funds, plus a \$25.00 fee from my financial institution each time the item is presented to my account and not paid. The Bank reserves the right to refuse to make payments to any particular payee or any particular class of payees.

4. Changes in Terms; Cancellation. The Bank may change terms of this Agreement at any time by giving you at least 30 days prior written notice of the change. If you use the Internet services after receipt of such notice, you will be deemed to have agreed to such change. Either you or the Bank may cancel this Agreement and terminate your use of the Internet banking services for any reason by giving the other 30 days prior written notice. Notwithstanding the foregoing, the Bank may terminate your rights under this Agreement at any time, and without prior notice or liability to you, if you have breached any of your obligations under this Agreement or any other agreement with the Bank, or if the Bank has reason to believe that you have attempted to access accounts or information at the Bank to which you do not have rights, or if the Bank believes that the use of the internet services may involve fraud or the violation of any laws or regulations. The Bank may also either terminate this Agreement, or suspend your rights under this Agreement or any other agreement that you have with the Bank, if the Bank has reason to believe that the use of the services may involve fraud, that you have breached this Agreement, or that you have violated any laws or regulations, or that any passwords or identification codes have been disclosed to an unauthorized person. The Bank will have no liability to you if the Bank terminates or suspends this Agreement.

5. Security. You will be assigned security codes to be used when you use the Internet system to obtain Bank services or to make transactions. The Bank reserves the right to block access to the Internet banking services in order to maintain or restore security to if the Bank reasonably believes your access codes have been or may be obtained, or are being used or may be used, by an unauthorized persons. You are solely liable and responsible for all Internet transactions that are made using your identification codes or your computer, whether those transactions are made by

you or any person you authorize, permit or enable to have your means of identification (even if the person exceeds your authority), or by any person who obtains your means of identification or access to your computer as a result of your act or negligence. If you have given someone your means of identification and wish to terminate their authority, or if you know or believe that your means of identification is lost, stolen or otherwise is compromised, you must notify the Bank in writing immediately so that the Bank can take the necessary steps to change your identification codes. You will defend, hold harmless and indemnify the Bank from and against any and all claims of any nature arising out of any access by a person you have authorized, permitted or enabled to have access to the Bank and any records or accounts maintained at the Bank regardless of whether the records or accounts belong to you or to others.

6. **Interruption in Service; Limit of the Bank's Liability.** Any information you receive from the Bank can only be provided on a best-efforts basis for your convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information. The Bank is not responsible for any computer virus or related problems which may affect or result from your use of the Internet banking services. Neither the Bank, nor any of the Bank's affiliates, officers, directors, employees or agents, will be responsible for any indirect, special, incidental or consequential damages arising in any way out of the Agreement or your use of the Internet banking services. Any liability of the Bank for actual damages shall be limited to the fees that you have previously paid to the Bank for the use of the Internet banking services under this Agreement. The Bank will have no liability to you if you are not able to complete any transaction using the Internet as provided herein if: (1) you do not have enough money in your accounts to make the transfer; (2) the Bank's Internet or computer system is not working properly and you knew about this when you started your transaction; (3) the failure is the result of any act or omission of any Internet service provider or any software provided by any third party, or the other party to the transaction; (4) service is interrupted or blocked pursuant to security procedures; or (5) circumstances beyond the Bank's control (for example, fire, flood, loss of power, or interruption of communication systems) prevent the completion of the transaction. The Bank may on a regular basis perform maintenance on the Bank's equipment or systems which may result in interruption of the Internet banking services and the Bank will not have any liability to you as a result of any such interruptions. The Bank may contract with third parties to provide certain Internet services to you. The Bank will have no liability of any kind to you with respect to any acts or omissions of such parties, and your sole remedy shall be against such third party. If you experience any inability to access the Internet, you should call the Bank during normal business hours at the telephone number at the beginning of this Agreement.

7. **Stop Payment Orders.** If the Internet services include the ability to request stop payments on checks, or delays in payments of post dated checks, the Bank will not be required to act on such instructions until 4 hours after the notice is received by the Bank, or until 11:00 am on the next business day if the 4 hours would end after the normal business hours of the Bank. You should call the Bank if you wish your instructions to be acted on more quickly. There will be a fee of \$25.00 for any stop payment placed on an item.

8. **Miscellaneous.** If any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable. The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflicts of law provisions. Any litigation arising under this Agreement or the Internet services shall take place only in the state or federal courts having jurisdiction over the home office of the Bank and you agree to such jurisdiction. The Bank shall be entitled to recover its costs (including attorneys fees) from you for any claims arising under this Agreement or the Internet services. The term "business day" means Monday through Friday except for legal bank holidays. If there is more than one of you, the Bank may act on the instructions of any one of you.

9. **Entire Agreement.** This Agreement is the entire agreement between you and the Bank regarding your use of the Internet banking services, and it supersedes any prior discussions and agreements between you and the Bank regarding the Internet banking services, and supersedes any marketing or other similar material pertaining to the Internet banking services. The foregoing does not apply to agreements and disclosures applicable to your accounts, or disclosures or agreements relating to specific transactions, and such other agreements or disclosures shall supercede this Agreement to the extent that there is any inconsistency. This Agreement is subject to, and incorporates, all account agreements and other agreements or disclosures that the Bank has delivered, or may hereafter deliver, to you with respect to your accounts or Bank products or transactions.

10. **Notices.** The Bank may give you written notices either by mailing them to your last known address, or by sending such notice to your over the Internet at your designated Internet address. You agree that if the Bank is required by any laws or regulations to give you written confirmation of the completion of any transaction, then the Bank may in its sole discretion give such confirmation to you electronically over the Internet. If there is more than one of you, the Bank will

only be required to give notice to one of you. If you wish to give notices to the Bank you must send it in writing to either of the following addresses:

○ Mail Address: PO Box 188, Old Monroe, MO 63369, ATTN: Computer Operations Internet Address: internetbank@bankofoldmonroe.com