## Online Banking and Bill Pay Agreement and Disclosure

This Online Banking and Bill Pay Agreement and Disclosure, ("Agreement") governs your use of Stockgrowers State Bank's Online Banking and Online Banking Services ("Online Banking"). As used in this Agreement, the words "you", "your" and "I" refer to the user of "Online Banking". The words "we", "us", "our" and "Bank", refer to Stockgrowers State Bank. The phrase "Online Banking" refers to any service or services' that we provide, and that you subscribe to, enabling you to check account balances and account history with Stockgrowers State Bank through your "Device". The term "Device" means a computer, cellular telephone or similar communication device that is capable of internet access and/or receiving (SMS) text messages.

This "Agreement" will be governed by and interpreted in accordance with all applicable federal and state laws and regulations.

## **Description of Services and Electronic Device Requirements**

"Online Banking" allows you to access your account information, make payments to payees (requires Bill Pay), transfer funds and conduct other banking transactions. Our services are for authorized use by Stockgrowers State Bank customers only. Attempted unauthorized access is a violation of federal law and will be prosecuted to the full extent of the law.

The Bank reserves the right to limit the types and number of accounts eligible and the right to refuse any request through "Online Banking".

You may receive account balance and history information through "Online Banking", 24 hours a day, seven days a week unless the system is unavailable for necessary system maintenance, or some other reason that is out of our control.

"Online Banking" may not be accessible or may have limited availability over some network carriers. In addition, "Online Banking" may not be supported by all Devices. Stockgrowers State Bank cannot guarantee, nor is responsible for the availability of voice and data services provided by your mobile carrier, such as outages or "out of range" issues.

"Online Banking" is a free service provided by the Bank. Your wireless carrier may assess fees for text messaging. Check with your mobile service provider for details.

## Accounts

Your "Online Banking" credentials consist of a username and password. You can change your credentials at any time through "Online Banking" in the Settings Menu. "Online Banking" will require that you change your password every 365 days for security purposes. Upon five unsuccessful attempts to enter your credentials, your access to "Online Banking" will be locked. To re-establish your authorization, you can contact us to have your account unlocked.

Balances shown in your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. If you have further questions, you may contact us.

Any information downloaded by you to your financial or other software becomes your property and responsibility.

Do not share your credentials. You agree that access to the information and all transactions initiated by the use of your "Online Banking" are authorized unless we have been notified in writing to cancel this service.

## **Transfers**

Business Day Cut-Off: Stockgrowers State Bank bases its business day on the Central Time zone. For posting purposes, the Bank will process all Online Banking transactions completed by 4:00 PM on Monday through Friday. "Online Banking" transactions completed after these times, including transfers, may be processed on the following business day except Saturdays, Sundays, and federal holidays.

According to federal regulations, you may not make more than six (6) preauthorized, Personal Computer, telephone, automatic transfers, or bill payments from your Money Market Deposit Account or Savings Account during a given statement period.

## Bill Pay

Bill payments are processed Monday through Friday that both the Federal Reserve Bank and the U.S. Postal system are operating and open for business.

The daily limit for the total dollars of payments approved is governed by the system's available balance in the checking account selected for making the payment. You can withdraw up to the system's available balance as long as your account shows sufficient funds to cover your payments. The payment will normally be charged to your account on the business date that it is approved.

If for any reason a scheduled payment processed through the system is declined, it will automatically be rescheduled for the following business day. The system will notify you of this action by sending you a "message" that will appear the next time you log on to the system. The system will continue to attempt to pay the bill on the following business days until there are sufficient funds or you cancel or reschedule it.

Although payments may be scheduled for the current business day or any date in the future at any time, they will be processed twice a day at our cutoff times 12:00(noon) and 2:00AM CST on any business day Monday through Friday. All payments scheduled to go on a weekend will be processed on the processing day before the weekend. All payments scheduled to go on a holiday will be processed the day before that date. Payments entered on the weekend, recurring or one time, will be processed on the next business day. Since we must forward the funds and billing information to the payee, some lead-time for payments is necessary. (Our system assumes the payee/vendor will promptly process the payment on the business day it is received. Any delays caused by the payee/vendor would result in additional days before the payment would show on their records.) By using this service, you authorize us, and any third-party payment processing agent we may use, to choose whatever method we feel is the most effective method to process your transaction.

The time frames generally will be determined by the way the payment is sent to the payee. If we have to send a paper check in the U.S. Postal system, we typically suggest sufficient time as ten (10) business days prior to the payee receiving the payment for processing at their address. If the payee accepts the payment electronically, we generally define sufficient time as five (5) business days prior to the payee receiving the payment.

We reserve the right to refuse to make any payment you have directed. We are obligated to notify you promptly if we decide to refuse to complete your payment instruction. This notification is not required if you attempt to make payments that are prohibited under this agreement.

## Our Liability for Incomplete Transactions

It is our responsibility to process all bill payments properly initiated through "Online Banking" in accordance with this Agreement. We will be liable for damages, as defined in this Agreement, where the system caused a payment delay or failed to process a payment to be received by the payee/vendor by the tenth business day following the date your account was charged for the payment. Transfers will be processed within two business days of the completed transfer transaction. We will not be liable if any of the following occurs:

- 1. Funds are not showing on the system's available balance in your account that is to pay for the bill or transfer at the time of transaction.
- 2. Funds are subject to legal process or other encumbrances restricting the payment or transfer.
- 3. You had knowledge of or questions about the possible malfunction of the system when you initiated the transaction.
- 4. Any information provided by you about the Payee is incorrect.
- 5. There are any delays in the handling of the payment by the Payees.
- 6. Natural disasters (fire, flood, tornado, etc.) or other uncontrollable circumstances (mail delays, power failures, etc.) prevent proper completion and delivery of transactions.
- 7. Other applicable laws and/or regulations exempt us from liability.
- 8. It can be shown that the merchant or payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of "Online Banking" or our service providers.
- 9. It can be shown that the delay was caused by unusual mailing delays by the U.S. Post Office.

## No Signature Requirements

When using this service to conduct transactions or to pay bills, you agree that we may debit your account to complete the banking transactions, pay bills, or honor debits you have not signed. When any payment or other online service

generates items to be charged to your account, you agree that we may debit the designated account, or the account on which the item is drawn, without requiring your signature on the item and without any notice to you.

## **Documentation**

Stockgrowers State Bank will not provide any receipt or documentation of any transfers other than the regular monthly statement associated with your bank account. Any transfer or bill payment will be accompanied with a corresponding confirmation or transfer number. You should print this confirmation number and use it to verify the transfer on your monthly statement.

#### **Joint Account Holders**

Each Bill Payment account may consist of either one individual account holder, or multiple (joint) account holders. The terms of this Agreement apply to all account holders enrolled in the Bill Payment service. In order to have joint ownership, all owners must be joint signers on the checking account linked to the Bill Payment service. Joint owners share the same Payee list, and are subject to the joint tenant rules contained in the Account Agreement and Signature Card for the checking account. Either account owner may close the Bill Payment service.

#### **Errors and Questions**

In cases of errors or questions concerning transactions completed within "Online Banking", do one of the following: 1. Telephone Stockgrowers State Bank support. Ashland 620-635-4032 or 800-772-2265 Meade 620-873-2123 2. Write to Stockgrowers State Bank, P.O. Box 458, Ashland, Kansas, 67831 or Meade State Bank, 203 N Fowler, PO Box 250, Meade, Kansas, 67864

# "Online Banking" Service Availability

We will use reasonable efforts to make "Online Banking" available for your use on a continuous basis. We do not guarantee functionality of "Online Banking" on all Mobile devices, on all communication networks, in all geographic regions, or at all times. "Online Banking" may be temporarily unavailable for regular or emergency maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to "Online Banking" may be interrupted because of conditions beyond our control, including wireless carrier outages and availability. We will use commercially reasonable efforts to promptly re-establish "Online Banking" in those instances, but we do not promise "Online Banking" will always be available for your use. We may elect to discontinue "Online Banking" (or any of the services provided through "Online Banking") at any time. If we choose to discontinue "Online Banking", we will provide you with reasonable notice.

We make no representation that any content or use of "Online Banking" Online Banking is available for use in locations outside of the United States. Accessing "Online Banking" from locations outside of the United States is at your own risk.

In case of a disaster, your "Online Banking" service may be suspended in order to allow emergency and responding personnel to use the cellular networks.

#### **Relationship to Other Agreements**

You agree that when you use "Online Banking", you will remain subject to the terms and conditions of all your existing agreements with us and our affiliates. You also agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider (e.g., AT& T, Verizon, Sprint, US Cellular, United Wireless, etc.), and that this "Agreement" does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of "Online Banking" (for example, your mobile service provider may impose text message charges for your use or interaction with "Online 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 and that your mobile service provider is not the provider of "Online Banking". Accordingly, you agree to resolve any problems with your carrier or provider directly without involving Stockgrowers State Bank. You also agree that if you have any problems with "Online Banking", you will contact us directly.

Your Obligations-You represent and agree to the following when you enroll and access "Online Banking".

<u>Account Ownership/Accurate Information</u> You represent that you are the legal owner of the Account(s) and other financial information which could be accessed via "Online Banking". You represent and agree that all information you provide to us in connection with "Online Banking" is accurate, current and complete, and that you have the right

to provide such information to us for the purpose of using "Online Banking" You agree not to misrepresent your identity or your account information. You agree to keep your account information up-to-date and accurate. You represent that you are an authorized user of the "Device" you will use to access "Online Banking". You agree that we are authorized to act on communication initiated through your "Online Banking" Account.

<u>Preventing Misuse of Your Account</u> Your role is extremely important in the prevention of any wrongful use of your account. You should promptly examine your statement upon receipt. If you find that your records and ours disagree, you must contact Stockgrowers State Bank in a timely manner (Refer to the Electronic Funds Transfer Disclosure). Immediately contact your cell phone provider if your phone is lost or stolen so service can be terminated on the lost or stolen phone. <u>Safeguard Your "Online Banking" credentials</u> You are responsible for keeping your "Online Banking" username, password, account numbers and other account data confidential. Do not share your credentials with anyone, including bank personnel. If you believe that your online banking credentials may have been lost or stolen or that someone has used or will use your account without your permission, notify Stockgrowers State Bank at (620) 635-4032 immediately.

If you tell us within 2 business days after you learn of the loss or theft of your "Online Banking" credentials, you can lose no more than \$50 if someone used your "Online Banking" without your permission. If you do NOT tell us within 2 business days, and we can prove we could have stopped someone from using your "Online Banking" without your permission if you had told us, you could lose as much as \$500.

Stockgrowers State Bank strongly recommends keeping your "Device" software up to date and install anti-virus where applicable. We are not responsible for any viruses that you may encounter.

<u>Indemnification</u> Unless caused by the Bank's intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Stockgrowers State Bank and its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of "Online Banking".

### **Changes to Fees and Other Terms**

Stockgrowers State Bank does not charge a fee for using "Online Banking" at this time, Message and Data rates may apply. In the future, we may add to or enhance the features of "Online Banking". By using such added or enhanced features, you agree to pay for them in accordance with Stockgrowers State Bank's fee schedule. We may change this Service Agreement at any time by sending notice to you either electronically or via US Mail. You may choose to accept or decline the change. By continuing to use any "Online Banking" service to which a notice relates, you are deemed to accept the changes relating to that service. Amendments or changes to term(s) or condition(s) may be made without prior notice if it does not result in higher fees, more restrictive service use, or increased liability to you.

## Cancellation

You may cancel your participation in "Online Banking" at any time by contacting Stockgrowers State Bank by telephone, in writing by mail, or personal delivery to Stockgrowers State Bank. If your account is closed or restricted for any reason, "Online Banking" accessibility will automatically terminate.

We reserve the right to change or cancel "Online Banking" at any time without notice. We may also suspend your access to "Online Banking" at any time without notice and for any reason, including but not limited to, your non-use of "Online Banking". You agree that we will not be liable to you or any third party for any modification or discontinuance of "Online Banking".

#### **Assignment**

You may not assign this agreement to any other party. We may assign or delegate, in part or whole, to any third party.

# Acceptance of This Agreement

By clicking "I accept" and/or using "Online Banking", you agree that you have read and agree the terms and conditions of this Online Banking and Bill Pay Agreement and Disclosure.