

Online Banking Agreement

The Services

In consideration of the Internet Banking service ("Service") and the E-Sign service to be provided by Missouri Bank and Trust Company of Kansas City ("Bank"), as described from time to time in information distributed by Bank to its customers, the customer agrees as follows. In the agreement, "Customer" refers to the person(s) subscribing to or using the Service. You may use a Personal Computer ("PC") through an Internet connection to obtain account balances, transaction history, and you may also use your service to transfer money between your accounts. Be advised transfers from your savings and Money Market accounts are considered pre-authorized transfers, and pre-authorized transfers are limited to six (6) per monthly statement cycle by federal regulations. You may also pay bills from your checking accounts in the amounts and on dates you request by signing up for Internet Banking Bill Pay ("Bill Pay"). You may also receive certain disclosures and notices to you in electronic form, in lieu of paper form, including periodic statements, disclosures, documents, and messages for your Missouri Bank deposit account(s) and loan(s) by signing up for E-Statements.

Internet Banking Fees

Internet Banking is provided to Bank customers FREE OF CHARGE.

Internet Banking Bill Pay

For business customers, Mobank Business Classic Bill Pay is free and you get unlimited transactions. For Mobank Business Bill Pay Plus it is \$5.00 per month and your first 10 transactions are included and it is 50 cents per transaction over 10.

For non-business customers, Mobank Classic Bill Pay is free with unlimited transactions. Mobank Bill Pay Plus is \$5.00 per month with unlimited transactions.

Each checking account from which bills are paid will be charged. You agree to pay fees for the Service in accordance with applicable fee schedules and disclosures established by us from time to time. We may automatically deduct these fees from your Designated Account (checking account from which bills will be paid) or related accounts even if they create an overdraft (there may be additional customary fees associated with this overdraft). Missouri Bank reserves the right to modify the fees, service charges, and terms at any time, effective upon 30 days written notice to you at the same address to which statements are mailed. Use of the Services or attempting to connect to the Services, constitutes your agreement with these fees, service charges, terms, conditions, instructions and any modifications thereof.

Further, materials related to the Services may, from time to time, be revised or updated and these changes may render the prior version obsolete. Consequently, we reserve the right to cancel your Services and/or limit access to more recent versions and updates.

Your User Code

Each individual who has access to Missouri Bank's Internet Banking, including each individual named on joint accounts, must designate a user code and Password. You will be required to change your Password every six (6) months to enhance security. You agree to keep your password secure and to notify us immediately if your password is lost or stolen, or if you believe someone else has discovered your password.

Transfers between Accounts

You may use the Service to transfer money between designated DDA or Savings accounts with us. You may choose whether you want the transfer to be (1) immediately (which means it is a one time transfer that will occur on the same business day as we receive your request); or (2) on a recurring basis (which means that it will occur in the same amount on the same frequency). Once started, recurring transfers will be made automatically until you tell us in writing to stop or cancel the service and we have a reasonable opportunity to react. If your transfer request reaches us after 6:00pm CST or on a day that is not a business day, it will be considered received on the next business day.

Statements

All payments and transfers made with Internet Banking will appear on your monthly account statement. The amount and date of the transaction will be shown for each transaction made through the Service during that month.

Electronic Statement (E-Sign)

Your account documentation can be mailed directly to you or you can choose to receive your statements electronically. When choosing the electronic delivery you have the option of receiving a **notice** that your statement is available for you to view through Missouri Bank's Internet Banking or having the documents sent to you in a secure email. Once you accept E-Sign, Missouri Bank will discontinue mailing paper statements, disclosures and notices via the U.S. Post Office. All future statements, disclosures, and notices for your account(s) and loan(s) will be delivered electronically.

When you choose either electronic option, you will receive the statement notices or your bank statements, check images, account notices and messages, and certain account documents via e-mail at the address designated within your internet banking services. By choosing this form of delivery, you acknowledge that you will no longer receive these document(s) by US mail. It is your right to request that the bank documents described above be made available to you in paper format; however, you understand that a standard publishing research fee may apply.

You may withdraw your request to have the documents sent in electronic form at any time by giving Missouri Bank 15 days advanced notice **in writing**. That notice should be mailed to Missouri Bank, E-Statements, P.O. Box 26430, Kansas City MO 64196.

Missouri Bank has no fee for the use of our E-Sign program. However, you agree that Missouri Bank has the right to institute a fee for E-Sign upon thirty (30) days prior notice to you. In addition, Missouri Bank has the right to amend these terms and conditions from time to time by providing you with notice of the amended terms and conditions. Missouri Bank reserves its right to suspend or terminate your access to the E-Sign service and revert to printed statements, disclosures, documents, and notices for any reason at any time.

Enrolling in the E-Sign service does not completely prevent the mailing of all paper correspondence from Missouri Bank. You may still receive documents from time to time by postal mail in which electronic delivery is not available.

Updating Your Information

You agree to notify us immediately of any change in your mailing address, email address or telephone number. Your statements, disclosures, documents, notices, and messages will be sent to the email address that is on file with missouribank. It is your responsibility to keep your email address updated through the Internet Banking System, by notifying us in writing at the previously given address, or in person at any one of our locations. You also understand

that if the e-mail is returned as undeliverable, missouribank may discontinue sending e-mail messages until a new and valid e-mail address is provided to them.

Equipment

In order for you to access and retain your electronic statements, disclosures and notices, you must have a personal computer with a Microsoft '95 or later operating system and you must have the capacity to receive, view, and retain e-mails and e-mail attachments over the World Wide Web. By choosing the E-Sign service you hereby represent that you now have all the required hardware and software. Missouri Bank may change the hardware and software required at anytime with 30 days advance notice to you via mail or e-mail. If you choose not to install the new hardware and software, you may withdraw your request for E-Sign without any fee or charge by Missouri Bank.

You are solely responsible for the equipment (including, in the case of Internet Banking, your personal computer and software) you use to access the Service. We are not responsible for errors or delays or your inability to access the Service caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the Service nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

Business Days and Hours

The Service is available 24 hours a day, seven days a week, except during maintenance periods, for the scheduling of transfers and account inquiry. If your transfer or Bill Pay request reaches us after 6:00pm CST or on a day that is not a business day, it will be considered received on the next business day. Business days are Monday through Friday, excluding federal holidays. We reserve the right to change service hours at any time.

Notice of Your Rights and Liabilities

Security of your transactions is important to us. Use of the Service will therefore require a password. If you lose or forget your password, please call (816) 881-8270.

We may accept as authentic any instructions given to us through the use of your password. You agree to keep your password secure, and to notify us immediately if your password is lost or stolen, or if you believe someone else has discovered your password. You agree that if you give your password to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use the Service. Internet Banking enables you to change your password and requires that you do so every six (6) months. We may be liable for certain security breaches to the extent required by applicable law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to (1) monitor and/or record all communications and activity related to the Service; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your password was used in connection with a particular transaction. If any unauthorized use of your password occurs you agree to (1) cooperate with us and the appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds.

Tell us **AT ONCE** if you believe your password has been lost or stolen. Telephoning is the best way to minimize potential loss. You could lose all the money in your account (plus your

maximum line of credit). If you tell us within two (2) business days, you can lose no more than \$50. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the 60 days, if we can prove that we could have prevented someone from taking the money if you had told us in time. If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (816) 881-8270 during normal business hours (Monday thru Friday 8:30am to 4:30pm CST). **WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.**

Error and Questions

In case of errors or questions about your electronic transactions, telephone us at 816-881-8270 during normal business hours, or contact us at:

Missouri Bank
PO Box 26430
Kansas City, MO 64196

<http://www.mobank.com/outboundEmail.cfm?email=internetbanking@mobank.com>

If you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt, contact us as soon as you can. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. You will need to:

1. Tell us your name and account number (if any);
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require you to send us your complaint or question in writing within ten (10) business days following the date you notified us. We will determine whether an error occurred within ten (10) business days after we hear from you, and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If we determine there was no error, we will reverse the provisionally credited amount, if any, and we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

Disclosure of Account Information to Third Parties

We may disclose information to third parties about your account or the transactions you make:

1. Where it is necessary for completing transactions or resolving errors involving the Service;
or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant; or
3. In order to comply with government agency rules, court orders, or other applicable law;
or
4. To our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law; or
5. If you give us your permission.

Termination

If you want to terminate your access to Internet Banking, call us at (816) 881-8270. After receipt of your call, we will send a written termination authorization for your signature and returned to us. **RECURRING TRANSFERS WILL NOT NECESSARILY BE DISCONTINUED BECAUSE YOU TERMINATE ACCESS TO THE SERVICE. IF YOU WANT TO MAKE SURE THAT RECURRING TRANSFERS BETWEEN ACCOUNTS ARE STOPPED, YOU MUST TELL US. NOTIFY THE BANK IN WRITING AND SPECIFICALLY REQUEST THE TERMINATION OF THE TRANSFER(S).**

We reserve the right to terminate the service, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Service in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your password as an indication of an attempted security breach. Termination of the Service does not affect your obligations under this Agreement with respect to occurrences before termination.

Limitation of Liability

Missouri Bank does not and cannot warrant that the Internet Banking service and the E-Sign service will operate with continuous or uninterrupted access at all times. You acknowledge that there are other means and methods for accessing the information in your account(s) and conducting transactions. In the event that you should experience problems accessing the Service or receiving your statements/notices, you will attempt to access such information and conduct such transactions by alternative means and methods. The bank is not responsible for non-receipt or untimely receipt of account information including, but not limited to, account balances, transaction history, statements, disclosures and notices due to circumstances beyond our control. You agree that in no event will the Bank, our officers, directors, employees, agents, or contractors be liable for lost profits or any special, incidental, or consequential damages arising out of or in connection with your use of the Internet Banking or E-Sign services. In addition, you agree the Bank will not be liable for any technical, hardware, software failure of any kind, any interruption in the availability of our service, any delay in operation or transmission, any incomplete or garbled transmission, computer virus, loss of data, or other similar loss. Furthermore, you agree that you are solely responsible for any loss due to the use of Internet Banking and E-Sign by you, any authorized user, or any unauthorized user or recipient who gains access to your account information, statements,

disclosures and notices through your computer or information obtained directly or indirectly from you.

Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by the service or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC equipment.

Waivers

No waiver of the terms of this Agreement will be effective, unless in writing and signed by an authorized officer of the Bank.

Assignment

You may not transfer or assign your rights or duties under this Agreement.

Governing Law

The laws of the State of Missouri shall govern this Agreement and all transactions hereunder. Customer acknowledges that he/she has reviewed this Customer Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.

Amendments

We can change a term or condition of this Agreement by mailing or delivering to you a written notice at least thirty (30) days before the effective date of any such change. We do not need to provide you with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain or restore the security of our system or an account. However, even in these cases, if the change is to be made permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement we send you, or within thirty (30) days, unless disclosure would jeopardize the security of our system or an account. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the same address to which your statements are mailed, or to an e-mail address in which you authorized to receive such notices and/or disclosures.

Indemnification

Customer, in consideration of being allowed access to the Service, agrees to indemnify and hold the Bank harmless for any losses or damages to the Bank resulting from the use of the Service, to the extent allowed by applicable law.

Security Procedures

By accessing the Service, you hereby acknowledge that you will be entering a protected web site provided by the Bank, which may be used only for authorized purposes. The Bank may monitor and audit usage of the Service, and all persons are hereby notified that use of the Service constitutes consent to such monitoring and auditing. Unauthorized attempts to up-load information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.

Internet Bill Payment Service

You authorize us to follow the payment instructions that we receive through your use of the Bill Pay. When we receive a payment instruction, you authorize a debit to your Designated Account with us on dates scheduled by you. The date a payee credits a payment depends upon the payee's payment processing procedures and any specific requirements for payments and delays. We will not be responsible for delays in crediting payments which are the result of these procedures, or your failure to follow a payee's payment requirements, or your failure to schedule a date to initiate sufficiently in advance of the date a payment is due, or delays in any mail service or other exceptions stated in this Agreement. You further agree to the following with respect to the Bill Pay service:

1. You agree to accurately follow product use instructions contained within On-line Help.
2. You agree to schedule bill payments (payment transaction date) seven business days before the due date. These time frames do not include any grace periods. Missouri Bank does not guarantee automated bill payments will be received on time, and you assume all liability for possible late charges incurred.
3. You agree to provide Payee name, address, account information and payment amount to expedite bill-paying services.
4. You agree to maintain sufficient available funds in your Designated Account on the transaction payment date requested. Any transaction rejected for insufficient funds (NSF) may be charged according to standard bank procedures as outlined in our account disclosures.
5. You agree that Bill Pay may not be used to transmit alimony, child support or other court-directed payments or tax payments, because the government does not necessarily accept third-party bill payments. Bank does not guarantee any payments made, or attempted to be made to a government agency.
6. You agree that Bill Pay request may not be less than \$1.00 or more than \$10,000.00.

Payment Deletion (Cancellation) for Non-Processed Payments

You may **not** delete a "current payment" (that is a payment you schedule to initiate on the same business day). A "future payment" (that is payment you schedule on a future date) can be changed by 4:30 p.m. CST at least one business day prior to the payment date or two business days prior to the payment date if that date is a non-business day. (Remember: modification of a recurring payment or transfer instruction will affect all future payments or transfers associated with that payment or transfer.) To cancel a payment, contact the Internet Banking Department at Missouri Bank at 816-881-8270. A stop payment fee may be charged according to standard bank procedures as outlined in our account disclosures.

Delivery of Your Payments

You may schedule payments to be deducted from your Account on the day that you enter the payment information, on a future date, or on the same date each month, subject to the restrictions in this Agreement. You can enter payment information through Bill Pay 24 hours a day, 7 days a week; payments can be deducted from your Account only on business days. The day on which you direct Missouri Bank to initiate the bill payment process is the "Transaction Date". The date you enter as your "Payment Date" is the date on which the payment will be deducted from your Account, unless the date you enter as your payment date is not a business day, in which case the payment will be deducted from your account on the next business day. After funds are withdrawn from your Account, we may remit your payments by mailing your Payee a check drawn on an account we maintain for this purpose; by electronic

funds transfer; or by other means. In order to provide sufficient time for payments to be received by your Payees, the Payment Date for each payment must be at least 7 business days prior to the date your payment is due.

Re-presentment of Payments

If the Designated Account has insufficient funds to cover payment of the bill, you will be sent a notice. Missouri Bank will NOT try to process this payment again. You must make other arrangements to send this payment. Any transaction returned for insufficient funds (NSF) may be charged according to standard bank procedures as outlined in our account disclosures.

Limitation of Liability for Transfers and Bill Payments

You agree that, except as expressly stated herein, there is no warranty of merchantability, no warranty of fitness for a particular use and no other warranty of any kind, express or implied, regarding the information or any aspect of the Services.

You further agree that Bank will not be held liable for failure to properly complete a transfer or bill payment in the following instances:

1. If through no fault of Bank, you do not have sufficient funds in your account(s) to make the transfer or payment.
2. If circumstances beyond our control prevent us from completing the transfer or payment, despite reasonable precautions that have been taken.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
4. If your funds are subject to legal process or other encumbrance restricting the transfer.
5. If your transfer or payment authorization terminates by operation of law.
6. If you believe someone has accessed your account(s) without your permission and you fail to notify Bank as detailed in the Notice of Your Rights and Liabilities section.
7. If we receive incomplete or inaccurate information from you or a third party involving the account transfer or payment.
8. If the Bank has a reasonable basis for believing that unauthorized use of your password or account(s) has occurred or may be occurring.
9. If you are in default of this Agreement and its terms and conditions or any other agreement you have with Bank.
10. If a payee refuses to accept a payment.
11. If you attempt to make alimony, child support or other court directed or tax payment.
12. If the Bank or you terminates this Agreement.

You acknowledge and agree that the Bank will not be liable for any losses resulting from circumstances over which the Bank has no direct control, including, but not limited to, the failure of electronic or mechanical equipment, communication lines, telephone or other interconnect problems, operator error, log-in sequences, power outages, severe weather, earthquakes, floods or other such events deemed acts of God. Further, you acknowledge that there are other means and methods for accessing the information in your account(s) and conducting transactions. In the event that you should experience problems accessing the Services, you will attempt to access such information and conduct such transactions by alternative means and methods.

There may be other exceptions stated in this Agreement and with other agreements you have with the Bank. In no event shall the Bank be liable for any damages in excess of your actual loss due to our failure to complete a transfer. In no event shall the Bank be liable for any indirect, incidental or consequential damages.

Electronic Mail

If you send Missouri Bank an e-mail, it will be deemed to have been received on the following Business Day. Business Day shall be defined as Monday through Friday, 8:00 a.m. to 4:30 p.m. Missouri Bank will have a reasonable time to act on your e-mail. You should not rely on e-mail if you need to communicate with Missouri Bank immediately. Do not include confidential information such as account number on any e-mail you send to the bank.

You agree that the Bank may respond to you by e-mail with regard to any matter related to the Service. This includes, but is not limited to, responding to a claim of unauthorized electronic funds transfer that you make. Any such e-mail shall be considered received within three (3) calendar days of the date that it was sent by the Bank, regardless of whether you sign onto your e-mail service provider within that time frame. You also agree that the Bank may send information about other Missouri Bank products and services to you by e-mail.

I/We understand that I/we am/are the only individual(s) authorized to use Internet Banking and that use of the Internet Banking service signifies agreement to the terms and conditions set forth in this Internet Banking Agreement, which will be furnished to me/us.

Clicking on the "Accept" button below constitutes your written signature and consent to be bound by the terms of this Online Banking and E-Sign Agreement. If you select the "Decline" button below, your enrollment in the Internet Banking and E-Sign services will be discontinued.

IMPORTANT: WE RECOMMEND THAT YOU PRINT A COPY OF THIS AGREEMENT AND RETAIN IT FOR YOUR RECORDS.