



## INTERNET BANKING AGREEMENT & DISCLOSURE

Internet Banking Agreement & Disclosure

### END USER AGREEMENT

The primary licensor for Phelps County Bank's mobile banking service is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our mobile banking service, you hereby agree as follows:

(i) General. Access to our mobile banking service via your mobile device is powered by the mobile technology solution owned by Provider. The Provider is not the provider of any of the financial services available to you through the mobile banking service, and the Provider is not responsible for any of the materials, information, products or services made available to you through the mobile banking service.

(ii) Source of Information. The mobile banking service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.

(iii) Your Responsibility for Information. You are responsible for providing Provider with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the mobile banking service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.

(iv) Rights You Grant to Provider. By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to Provider through the mobile banking service, you are voluntarily supplying that content to Provider for the purpose of providing the mobile banking service to you. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the service, you expressly authorize Provider to access your Account Information maintained by identified

third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the service, you will be directly connected to the website for the third party you have identified. Provider will submit information including user names and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and to configure the mobile banking service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the service you are assuming those risks.

(v) Consent to Use of Data. You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your mobile device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the mobile banking service. Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

(vi) Disclaimer of Warranty. THE MOBILE BANKING SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE MOBILE BANKING SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE MOBILE BANKING SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE MOBILE BANKING SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(vii) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MOBILE BANKING SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE MOBILE BANKING SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(viii) Miscellaneous. This End User Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Iowa, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this End User Agreement are subject to the exclusive jurisdiction of the courts of Iowa and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded. To assist Provider in maintaining and improving this application, Provider uses Google Analytics to gather information about usage of the application. For example, it tracks how many visitors the application has, which screens they spend time on, what kinds of operating systems and mobile devices they use, and how they found the application. Google Analytics does not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information. The information helps Provider improve the performance of this application for you. For more information on Google's use of the data, please see the website "How Google uses data when you use our partners' sites or apps" located at <http://www.google.com/policies/privacy/partners/>.

## Internet Banking Agreement & Disclosure

Please read this page carefully before proceeding!

**Introduction** - This Internet Banking Agreement and Disclosure governs your use of Internet Banking. Throughout this web site the Agreement and Disclosure will be referred to as "Agreement". By using Internet Banking, you agree to all of the terms of this Agreement. Please read it carefully and keep a copy for your records.

**Definitions** - You or Your - The person(s) subscribing to or using Internet Banking. We, Us, or Our - Refers to Phelps County Bank (hereinafter referred to as PCB) and any agent, independent contractor, designee, or assignee PCB may involve in the provision of Internet Banking. Business Day - Any calendar day other than Saturday, Sunday, or any holidays recognized by PCB. Bill payments are processed on all business days that both the Federal Reserve Bank and the US Postal System are operating and open for business.

**Business Day Cut-Off** - PCB's primary banking office is located in Rolla, MO and bases a business day on the Central Standard Time zone. For posting purposes, the bank will process all transactions completed by 6:00 PM CST on that business date. Transactions completed after 6:00 PM CST, including transfers, will be processed on the following business day.

**Privacy Statement** - PCB understands how important privacy is to our customers. We have taken steps to ensure your security and privacy for your personal and financial dealings with the bank. Our customer Privacy Statement can be obtained by asking any employee-owner or visit our website at <http://www.mypcb.com>.

**Internet Security Information** - PCB's Internet Banking system is part of the NetTeller Network that utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. In-depth information on many of the techniques and features employed by the system can be viewed or printed from our website at <http://www.mypcb.com>, where the system's consumer or commercial features are explained under the link for "Privacy Statement."

One of the main security features guarding the use of the Internet Banking system is the unique combination of your ID and Password. It is important that you keep your Password secret. We will not be liable for any losses resulting from your permitting other persons to use your ID and Password to access the system.

If you have more questions about our security systems for conducting transactions safely over the Internet, please contact our Internet Banking department.

**Registration Process** - The Internet Banking service requires that the customer complete the initial registration process. This involves completing an application that will identify all the information that we will need to enable the service. The Internet Banking department will verify the information you submitted for accuracy and authorizations. You will be notified by mail or phone that your account is activated.

**Log-On Security** - Security is very important to the Internet Banking system. At the time you request the service, you will be assigned a NetTeller ID and temporary password. The Password must be 6-8 alphanumeric characters. The NetTeller ID and temporary password will allow you to log in the first time to NetTeller only. You will be asked to change your password at that time.

To help prevent unauthorized access and ensure the security of your accounts, we will end your online session if we have detected no activity for 10 minutes. This is to protect you in case you accidentally leave your computer unattended after you logged on. When you return to your computer, you will be prompted to re-enter your Password and your session will continue where you left off. If you forget your ID or Password, call our customer service department at (573) 364-5202, (573) 265-3222, or (800) 667-5202. You will not be able to verify your ID or obtain a new Password by sending an e-mail to us.

**Accounts** - You may request access to any account on which you are a signer or owner. If you desire services that allow you to initiate payments or transfers from an account, you will need the required withdrawal authority over the account to be able to complete the transaction. By using the service, you agree to maintain one or more accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the system. If the accounts added to the service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your ID and Password are authorized unless we have been notified to cancel the service.

Fees for the Internet Banking Service Only - There is no fee for the Internet Banking service which covers all services except Expedited Payments, which is disclosed at the time the payment information is entered.

**Cancellation of Internet Banking** - Your Internet Banking may be canceled at any time by PCB in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. You will remain responsible for all transactions approved by the system prior to the cancellation and for any other fees associated with the service. After cancellation, service may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits and the account has been in good standing for a period of six (6) months. In order to reinstate services, you must call Internet Banking Service Support listed below in the Errors and Questions section.

Balance Inquiries, Bill Payments and Transfers Limitations - You may use Internet Banking to check the balance of your accounts and to transfer funds among your accounts. According to Federal regulations, you may not make more than six (6) pre-authorized or automatic transfers or bill payments from your Money Market Deposit account during a given monthly statement period. There are no limits to the number of transfers or bill payments from your checking accounts. PCB currently limits the Bill Payment service to only checking accounts.

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.

The balances are updated continuously and the system will display the most current update. There may be situations that cause a delay in an update of your balances. The system will use the most current balance available at the time of a transaction on which to base our approval.

Special Information about the Stop Payment, Check Reorders, Address Change, Order Documents, Secure E-Mail & Secure File Delivery Services - The system includes several options under the "add message" menu that provide a means to securely forward your request to us for processing.

Generally, requests received from the system will be processed within one business day using procedures that would handle similar requests received by mail or fax. If urgent action is required, we recommend that you contact PCB directly by telephone or in person. Additional terms of acceptance or disclosures may apply on the Stop Payment service and these terms will be disclosed at the time you complete the request. The Stop Payment feature is designed to submit a request to stop payment on checks you have written or a non-electronic bill payment request.

**E-Mail Communications** - If you communicate with PCB using e-mail, your communications will not be secure unless you use our secure e-mail system at <https://web1.zixmail.net/s/login?b=phelpscountybank>. Communications sent over the Internet via e-mail without going through our secure e-mail system will not be encrypted and should not be treated as a secure method of communication.

If you contact PCB via e-mail and do not use our secure e-mail system, you should not send information such as your Password, social security number, account number or similar information. PCB will not be liable to you for any damages you suffer if a third party obtains information you transmit to us via e-mail if it does not originate through our secure website. When a secure e-mail is sent to you from PCB through the NetTeller program a notification is sent to your e-mail address notifying you that an e-mail is waiting for you on the secure NetTeller location.

**Bill Payment Service** - We are able to process payments to payees that have a US Postal address. Due to liability issues, we will not accept payments to federal, state or local tax agencies. Otherwise, there is no limit to who you pay or how many payees you may establish.

The Bill Payment service will also allow you to see a history of all the payments made from your accounts. The daily limit for the total dollars of payments approved is governed by the available balance in the checking account used for making the payment. You can withdraw up to the available balance as long as your account shows sufficient funds to cover your payments. The payment will be charged to your account on the business date it clears. For example, if you set a bill payment to be sent out on the 15th of the month, but it does not clear PCB until the 19th, your account will be charged on the 19th.

The Bill Payment service is free.

All Bill Pay payments are paid twice a day. The first payment cycle begins at 2:00 a.m. CST and the 2nd payment cycle begins at 12:00 noon CST. Any payments entered after 2:00 a.m. cycle, and before the 12:00 noon cycle will be paid or mailed that day.

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 five (5) 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 two (2) business days prior to the payee receiving the payment. In all cases, the payment will be delivered to the payee/vendor by the tenth business day after the payment was approved. Our Liability for Incomplete Transactions - It is our responsibility to process all bill payments properly initiated through the Internet Banking system 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. 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 Internet Banking or our service providers.
9. It can be shown that the delay was caused by unusual mailing delays by the US Post Office.

**Payment Guarantee** - We will reimburse you up to \$50 per payment for any late payment fees or penalties you are charged as a result of the Payee/Vendor not receiving a payment by the Due Date if all the following apply:

1. You scheduled the payment before the cut-off time on a transaction date at least ten (10) business days prior to the Due Date.
2. Correct information was provided to us about the Payee (name, address, account number, and amount).
3. Your account contained sufficient available funds to complete the payment or transaction on the transaction date.
4. The Payee was a Business Payee that charges late charges or penalties.
5. Late payment fees or penalties were assessed by the Payee due to the delay of this payment.
6. You received no prior notice from the Payee/Vendor that there was a problem with processing payments from our system.
7. You received no notice within the ten business day period that would have allowed you to alert our Internet Banking department of a problem where we could have taken corrective action to remedy the situation prior to the tenth day.

## REMOTE DEPOSIT USER AGREEMENT

**This Remote Deposit User Agreement ("Agreement")** contains the terms and conditions for use of the Remote Deposit Service offered to you by Phelps County Bank (hereafter "PCB" "us", "our" or "we"). Other agreements you have with us regarding your account(s) are incorporated by this reference and made a part of this Agreement, including PCB's Internet Banking Agreement.

**1. Service.** PCB's Remote Deposit Service (hereafter "the Service") allows you to make deposits to your checking, savings, and/or money market savings account from home or any other remote location by capturing the image of a check and delivering the image and associated deposit information to us through our designated processor. There currently is no charge for the Service.

**2. Acceptance of Terms and Amendment.** Use of the Service constitutes your acceptance of this Agreement. This Agreement may be amended by us at any time. We will tell you of any change by notice sent to the last e-mail address furnished to us by you and we will provide you a link to the revised Agreement on our website. Your continued use of the Service after we send you notice of a change will constitute your acceptance of the revised Agreement.

**3. Limitations of Service.** When using the Service, you may experience technical or other difficulties. PCB shall have no responsibility for damages suffered by you as a result of any such technical or other difficulties. There may be qualification requirements for use of the Service. We may change those qualifications at any time without prior notice. We reserve the right, in our sole discretion, to suspend or discontinue the Service at any time without prior notice to you.

**4. Hardware and Software.** In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software, fully patched with the latest available security updates. PCB is not



responsible for any third party software you may need to use the Service. Any such software used by you is subject to the terms and conditions of the software agreement you may enter into directly with the third party software provider.

**5. Eligible Items.** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation "CC" (hereafter "Reg. 'CC'"). When a check image is transmitted to PCB for presentment and collection, it shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code as adopted by the State of Missouri. You agree that you will not scan and deposit any ineligible item. An ineligible item is any check:

- payable to a person or entity other than the one who owns the deposit account
- with an unauthorized alteration or which you reasonably know or suspect is not authorized by the owner of the account upon which the check is drawn
- payable jointly unless deposited into an account in the name of all payees
- previously converted to a substitute check (as defined in Reg. "CC")
- drawn on a financial institution located outside the United States
- remotely created checks (as defined in Reg. "CC")
- not payable in United States currency
- prohibited by PCB's Service procedures or in conflict with the terms of your deposit account
- with an endorsement on the back other than as specified in this Agreement
- previously submitted through the Service or through a similar service offered elsewhere
- previously deposited or negotiated at PCB or any other financial institution

**6. Endorsements and Procedures.** You must restrictively endorse the back of any item transmitted using the Service as being for "For Deposit Only at Phelps County Bank" and you must sign the endorsement.

**7. Acceptance of Items.** We reserve the right to reject any item transmitted using the Service without liability to you. We are not responsible for items transmitted using the Service which we do not actually receive. We will send you a confirmation by e-mail when we receive your image. Receipt of such confirmation does not mean the transmission was error free, complete or will be considered a deposit and credited to your account. We reserve the right to charge back to your account any item we subsequently determine was an ineligible item. PCB is not liable for any loss, costs, or fees you may incur as a result of the chargeback of an ineligible item.

**8. Availability of Funds.** Checks deposited using the Service by our 3:00 p.m. CST deposit deadline will be considered deposited on that business day and subject to the Reg. "CC" Funds Availability Disclosure. RDA deposits could be subject to a maximum 7 day hold. Otherwise, the deposit will be made on the next business day we are open for business. Funds deposited using the Service generally will be available on the first business day after the day of deposit.

**9. Marking Transmitted Items.** Upon receipt of a confirmation from PCB that we received an image transmitted to us, you must prominently mark the item as "Electronically Presented", "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. Thereafter, you agree to never re-present the item for deposit.

**10. Destroying Transmitted Items.** Once you receive verification that the deposit made using the Service has been credited to your account, you must within fourteen (14) days destroy the deposited item. Until then, you must safely store the item and provide it to us upon request.

**11. Deposit Limits.** When using the Service, the daily deposit limit is \$3,000.00 per deposit account. If you attempt a deposit using the Service in excess of this limit we may reject the deposit. If we permit you to make a deposit in excess of this limit, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times unless you have entered into a separate agreement with us establishing a different limit.

**12. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in PCB's sole discretion, subject to the other agreements governing your account.

**13. Errors.** You agree to immediately notify us of any suspected errors regarding items deposited through the Service, and in no event later than thirty (30) days after the applicable PCB account statement is sent. Unless you notify PCB within thirty (30) days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against PCB for such alleged error.

**14. Transmission Errors or Interception.** You assume and accept all risk that an item may be intercepted or misdirected during transmission. Except in the case of our negligence, PCB shall have no liability for damages to you or others for any such intercepted or misdirected items or damages for information disclosed through such errors.

**15. Image Quality.** The image of an item transmitted to us using the Service must be legible (as we determine). Without limiting the foregoing, the image quality of items presented using the Service must comply with the requirements established from time to time by PCB, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

**16. User Warranties and Indemnification.** You warrant to PCB that you will:

- only transmit eligible items
- not transmit duplicate items
- not re-deposit or re-present the original item
- provide to PCB only with information that is accurate and true
- comply with this Agreement and all applicable rules, laws, and regulations
- immediately tell us of any factor which may impair the collectability of the item
- indemnify and hold harmless PCB from any loss for breach of this warranty provision

**17. Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

**18. Termination.** We may terminate this Agreement at any time, for any reason, and without notice.

This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Service for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with the terms of your account agreement or any other agreement with us.

**19. Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach. Any such waiver shall not affect our rights with respect to any other transaction or otherwise modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**20. Ownership & License.** You agree that PCB retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to PCB's business interest, or (iii) to PCB's actual or potential economic disadvantage in any aspect. You may use the Service only in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

**21. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**22. LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF BANK NAME HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Notice of Your Rights and Liabilities - Notify us immediately if your ID and Password have been compromised, lost, stolen or used without your authorization. Failure to notify us immediately could result in the loss of all money accessible by the Password. Telephoning us at the number listed below in the Errors and Questions section is the best way of limiting your possible loss. You could lose all the money in your account (plus your maximum overdraft line of credit, if you have one). If we are notified within two (2) business days after you discover that your ID and Password have been compromised, lost

or stolen, you can lose no more than \$50 if someone used it without your permission. If you do not notify us within two (2) business days, and we can prove we could have prevented someone from using the ID and Password without your permission, you could lose as much as \$500.

If your statement shows unauthorized transfers, notify us within 60 days after the statement is mailed to you or viewed on your computer. After 60 days, if we can prove that we could have stopped someone from taking the money if we had been told, you may not get back any money from us. If a good reason, (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods to a reasonable time.

**Errors and Questions** - In cases of errors or questions concerning transactions completed with Internet Banking, do one of the following, as soon as possible:

Telephone Internet Banking Service Support at (573) 364-5202, (573) 265-3222 or (800) 667-5202; or Write to Internet Banking Service Support at 718 N. Pine St., Rolla, MO 65401; or Initiate a payment inquiry on your PC through our secure e-mail system at <https://web1.zixmail.net/s/login?b=phelpscountybank>. We must hear from you within 60 days after you receive the first statement or notification in which the error or problem appeared. Please include the following information:

1. Name
2. Account Number and ID
3. Description of the error or what you are unsure about, plus an explanation of why you believe it is an error or why you need more information
4. The amount of the error

For a Bill Payer error tell us:

1. Checking account number used to pay the bill
2. Payee name
3. Date the payment was sent
4. Confirmation number
5. Payment amount
6. Payee account number for the payment in question.

We will tell you the results of our investigation within ten (10) business days after we hear from you (20 business days if the transaction involved a new account). If we need more time we may take up to 45 business days to investigate (90 business days if the transaction involved a new account). If we choose to take up to 45 business days, we will give a provisional credit to your account within ten (10) business days (20 business days if the transaction involved a new account). Your account is considered a new account for the first 30 days after the first deposit is made, unless each account owner already has an established account with us before this account is opened. If we decide there was no error, we will furnish you with a written explanation within three (3) business days after the investigation is complete.

**Disclosure of Account Information to Third Parties** - Information to third parties about your account(s) or the transaction(s) you make will only be disclosed if at least one of the following applies:

1. It is necessary to complete a transaction.
2. To verify the existence and condition of your account to a third party such as a credit bureau or merchant.
3. To comply with a governmental agency or court order.
4. If permission is given to us by you, which we may require in writing.
5. To collect information for internal use, the use of our service providers, and our servicing agents and contractors concerning our electronic funds transfer service.
6. It involves a claim by or against us concerning a deposit to or withdrawal from your account.
7. Where otherwise required or permitted under state or federal laws and/or regulations.

**No Signature Requirements** - When any payment or other on-line 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.

**Virus Protection** - PCB is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and diskettes using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

**Termination** - You may terminate the use of Internet Banking by contacting PCB in writing by mail, e-mail, or personal delivery to PCB. If your account is closed or restricted for any reason, Internet Banking accessibility will automatically terminate.

**Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. **Assignment** - This agreement may not be assigned to any other party by you. We may assign or delegate, in part or whole, to any third party.

**Amendments** - Terms and conditions of this agreement may be amended in whole or part at any time within 30 days written notification prior to the change taking effect. If you do not agree with the change(s), you must notify us in writing prior to the effective date to cancel your access. 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.

**Entire Agreement** - This Agreement supplements any other agreements or disclosures related to your account(s), including the Deposit Account Agreement and Disclosures. If there is a conflict between this Agreement and any others, or any statements made by employees or agents, this agreement shall supersede. By accepting this form, I certify I have read and accept the foregoing "Agreement and Disclosure". To continue, check the box below and click "Submit".