

PEOPLES BANK OF WYACONDA

Personal Online Banking/Mobile Banking Enrollment Form Agreement

Electronic Funds Transfer Disclosure

1. AGREEMENT

This Agreement, which includes the Enrollment Form, is a contract, which establishes the rules which cover your electronic access to your accounts at Peoples Bank of Wyaconda, hereafter referred to as “the Bank”, through the Online Banking Service (Service). By using the Service, you accept all the terms and conditions of this Agreement. Please keep a copy of this disclosure for your records.

The terms and conditions of the deposit agreements and disclosures for each of your Bank accounts as well as your other agreements with the Bank such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Missouri (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Peoples Bank of Wyaconda’s successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Enrollment Form constitutes the entire agreement between you and the Bank with respect to the subject matter hereof and there are no understandings of agreements relative hereto which are not fully expressed herein.

2. Definitions

Agreement-means these terms and conditions of the Internet Banking service.

Authorized User-is any individual or agent whom you allow to use the Service or your passcode or other means to access your Eligible Account(s).

Business Day-Is every Monday through Friday, excluding Federal Reserve holidays.

Business Day Cutoff-Refers to the cut-off time for posting purposes. The cut-off time for online transactions is based upon our Business Days and the Central Standard Time Zone. For posting purposes, we will process all transactions completed by 2:00 p.m. on the same business Day. Transactions completed after 2:00 p.m. will be processed on the following Business Day.

Consumer-Refers to a natural person who owns an Eligible Account at this Financial Institution and who uses the Service primarily for personal, family, or household purposes.

Eligible Accounts-An Eligible Account means any one of your account(s) to which we may allow access through the Service under this Agreement.

When using the Service, you agree to maintain one or more Eligible 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 Service.

Joint Accounts-If the Eligible 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 Access ID and Passcode are authorized unless we have been notified to cancel the Service. If joint account holders use individual Access IDs, the Service may be identified separately and you may be charged for the use of additional

Access IDs. In some cases, if your account(s) require two or more signatures for withdrawal, we may grant “view only” privileges to your Eligible Accounts through the Service.

Service Provider-includes any agent, licensor, independent contractor or subcontractor that this Financial Institution may involve in the provision of Internet Banking Services.

you and your-As used within this Agreement, “you” and “your” refer to the person enrolling in the Service, owner of eligible accounts, as well as any Authorized Users that such person allows, subject to the parameters of multiple user access as set forth within the Service.

we, us, or our-as used within this Agreement, refer to Peoples Bank of Wyaconda and any agent, independent contractor, service provider, sub-contractor, licensor, designee, or assignee that Peoples Bank of Wyaconda may involve in the provision of the Service.

4. Basic Internet Banking Service

The basic features currently available through the Service include:

- *Account Inquiries for balances, rates, etc.
- *Copies of monthly Account Statements
- *Transfers between your accounts at this Financial Institution
- *View loan balances
- *Payments to loans at this Financial Institution

5. Bill Pay

Bill pay is available through online/Mobile banking.

We may add or remove certain features and/or functionality available from time to time. You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control.

6. Requirements for Enrolling in the Service

In order to enroll in the Service:

- *You must have an eligible account with this Financial Institution.
- *Your account with us must be in good standing.
- *You must be 18 years of age or older.
- *You must be a resident of the United States or its possessions.
- *You must have a mobile device and internet browser that will support 128 bit encryption.
- *You will need Internet Access through an internet service provider (ISP).
- *You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- *You will also need an external email address for the delivery of electronic notices and disclosures.

Prior to enrolling in the Service, you should verify that you have the required hardware and software necessary to access the Service and to retain a copy of this Agreement.

If we revise hardware and software requirements, and if there’s a chance that the changes may impact your ability to access the Service, we will give you advance notice of these changes and provide you an opportunity to cancel the Service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

7. Mobile Banking

Peoples Bank of Wyaconda provides limited Online Banking functionality from most mobile devices with an internet browser through our Mobile Banking product at www.pbwbank.com. In order to use Mobile Banking you must have a mobile device. “Device means a supportable mobile device such as a cellular phone or other mobile device that is web-enabled and allows SSL traffic. You may also download a Mobile Banking application for the iPhone, Ipad, or Android devices. We reserve the right to modify the scope of the Mobile Banking Services at any time.

We will not be liable to you for any losses by your failure to properly use Mobile Banking or your Wireless Device. You agree that when you use Mobile Banking or a Mobile Banking Application, 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 be subject to the terms and conditions of your existing agreements with your mobile service carrier or provider (e.g AT &T, Verizon, Sprint, T-Mobile, etc.) You understand that those agreement may have fees, limitations, and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Mobile Banking Application, sending or receiving text messages, or other use of your Wireless Device. You agree to be solely responsible for all such fees, limitations, and restrictions.

If you use any location-based features of Mobile Banking you agree that our geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information you must cease using location-based features of Mobile Banking.

8. Hours of Access

You can use the Service seven days a week, twenty-four hours a day, although some of our Services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the Service web site.

9. Your Password

When you log into your account for the first time, you will be asked for a 6-character (at least 1 number and at least 1 letter) user ID number to place in the user ID box, and then be prompted for your online password. For your initial sign on you will receive a two letters from the bank providing user ID and initial password. For security purposes, you are required to change your user ID and password upon your initial login to the Service. Your new password will be alphanumeric, at least 8 characters in length including 4 letters, 1 number and 1 special character. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. We recommend that you create a password not associated with any commonly known personal identification, such as address, and date of birth. Social Security Number and name may not be used. Passwords should be memorized rather than written down.

Next you will need to complete the Image Key Enrollment form. Enter an Authentication phrase for the randomly selected Authentication Image, provide answers for three challenge questions, and select whether you are logging in with your personal computer or a public computer. Only register computers that you frequently use and are not available for public use. The next time you log in, Enhanced Online Security will recognize you and display your private image and phrase. If the authentication image and phrase do not match, do not enter your password. Start over or contact Peoples Bank of Wyaconda at 800-518-0443 for assistance.

Every 60 days the system will force a password change for your security. To change your password before the 60th day, the user will log into the Online Banking System and then go to the Services tab and select Change Password.

You are allowed three password attempts, and on the 3rd attempt, if invalid, you will be locked out of the system. If a subscriber loses or forgets their password, they may have to call the bank to have it reset. Peoples Bank employees will not have access to subscriber's password. To re-establish your authorization to the Online Banking system, you must contact a Financial Service Representative at 800-518-0443, to have your password reset.

You are liable for all transactions authorized with the use of your Password. Peoples Bank has no responsibility for establishing the identity of any person who uses your Password. You agree that if you give your Password to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your Password will have access to your accounts. You agree that if you believe the secrecy of your Password has been compromised, you immediately will notify Peoples Bank of that fact, and you immediately will change your Password. For joint accounts, each person must have a separate Password. Each person on a joint account will be liable for all transactions that are made on that account by all other joint owners of the account. You agree to indemnify, defend and hold harmless Peoples Bank from any and all claims, losses, damages, actions, suits, liabilities, costs, fines and expenses (including reasonable attorneys' fees), and you agree not to make any claim or demand against Peoples Bank or bring any action

against Peoples Bank related to its honoring or allowing any actions or transactions that were authorized and/or conducted under your Password.

10. Security

You understand the importance of your role in preventing misuse of your accounts through the Service and you agree to promptly examine your paper statements for each of your Bank accounts as soon as you receive it. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password, login ID, private image, and phrase are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the Service is encrypted in an effort to provide transmission security and the Service transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the Service is secure, you acknowledge that Peoples Bank of Wyaconda is making no statement as to the security of your business transacted via the Internet.

You understand that we cannot guarantee the safety of your computer or mobile device. Be sure your operating system, software, apps, and antivirus software and spyware are up to date.

11. Posting of Transfers

You may initiate the following transfers:

1. Transfer funds from a checking account to another checking account.
2. Transfer funds from a checking account to a savings account.
3. Transfer funds from a checking account to a loan account.
4. Transfer funds from a savings account to another savings account.
5. Transfer funds from a savings account to a checking account.
6. Transfer funds from a savings account to a loan account.

Transfers initiated through the Service before 2:00 p.m. (Central Standard Time) on a business day are posted to your account the same day. Transfers completed after 2:00 p.m. (Central Standard Time) on a business day, or at any time on a Saturday, Sunday, or banking holiday, will be posted on the next business day. The Service identifies transfers based upon the login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the View Postings screen in the Transfer menu option of the Service may not reflect transfers made by multiple users from the same account if different login IDs are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers from your accounts in order to avoid overdrafts.

12. Overdrafts (order of payments, transfers and other withdrawals)

If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- a. Electronic Funds transfers involving currency disbursements, i.e.: ATM withdrawals, will have priority;
- b. Electronic Funds transfers initiated through the Service which would result in an overdraft of your account may be canceled at our discretion;
- c. In the event the Electronic Funds transfers initiated through the Service that would result in an overdraft in your account are not canceled, overdraft charges may be assessed in accordance with the terms of the deposit agreement for that account;
- d. Non-sufficient Funds. If you do not have enough funds in your account to cover a check or other item, the check or item is considered a non-sufficient funds item. We are only required to make one determination of your account balance in deciding whether there are sufficient funds to pay a check or item. If that determination reveals insufficient funds to pay the check or item we may not honor it and return it. We may process checks in any order, including from highest dollar amount to lowers dollar amount. Alternative, in our sole discretion, we may honor the check or item and create an overdraft. However, the creation of one or more overdrafts does not obligate us to act in a similar manner in the future.

Limits on Amounts and Frequency of Service Transactions

The number of transfers from Bank accounts and the amounts, which may be transferred, are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has

been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

Disclosure of Account Information and Transfers

You understand information about your accounts or the transfers that you make may automatically be disclosed to others. For example, tax laws require the disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant call to verify a check you have written. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to the Service. You agree and hereby authorize all of these transfers of information.

Periodic Statements

You will not receive a separate Service statement. Transfers to and from your accounts using the Service will appear on the respective periodic paper statements for your Bank accounts.

13. Change in Terms/Acceptance of Agreement and Enrollment

The Peoples Bank of Wyaconda ("Bank") internet banking agreement ("Agreement") plus any revisions through the current date are available for you to read at any time at the Bank's website at www.pbwbank.com. You will receive a disclosure statement periodically with either a hard copy of the Agreement with any Revisions or the Agreement with any Revisions will be posted on the Bank website identified above. You should check the full Agreement plus any Revisions at the Bank's website periodically, if you have any questions or want to check on any Revisions to the Agreement. If you prefer to receive a hard print copy of the Agreement with any Revisions at any time, you may request that by calling the Bank at 660-727-2941. The Bank has the discretion to change the terms of the Agreement at any time. If you use internet banking services ("Internet Banking Services") at any time after the revision ("Revision") has been made, you are obligated for all terms of the Agreement including any Revisions for the Internet Banking Services, except for changes and obligations due for transactions related to your Internet Banking Services on dates before the date of the Revision to the Agreement. At the Bank's sole discretion the Bank may also notify or disclose to you in writing ("Notice") from time to time for any such Revisions. In addition, the Bank may from time to time or annually provide you a written disclosure ("Notice" or "Disclosure") of the terms of the Agreement and any Revisions to the Agreement. The Notice of Disclosure may be provided by a printed hard copy document or through any email, internet, facsimile or other electronic ("Electronic") communication. At such time the Bank may request that you sign and return a new Agreement or acknowledge the Agreement by your written or Electronic response. If you do not respond or have never provided a hard copy written response acknowledging your agreement to the Agreement, your use of the Internet Banking Services will function as your agreement to any existing Agreement, new Agreement or Revisions. The use of your Internet Banking Services by you, or any other users you authorize to use your Internet Banking Services, will serve as your acknowledgment and acceptance, along with your other authorized users, to be bound by the terms and conditions of the Agreement, in addition to or in lieu of your signing electronically or in a written hard copy format. This is intended to be for the convenience of both you and the Bank. The use by you or anyone of your authorized users for your Internet Banking Services will bind you and all your authorized users, from the time of the first use of the Internet Banking Services by any single authorized user. If you or any of your authorized users of your Internet Banking Services have any questions, please call the Bank at 660-727-2941. The Bank appreciates the opportunity to provide these services to you.

Disclaimer of Warranty and Limitations of Liability

YOU are responsible for the correct setup of your personal computer. Neither we, nor any of our service providers, are liable for damages (whether direct, indirect, consequential or otherwise), including economic, property, personal or other loss or injury, whether caused by hardware or system-wide failure, arising or resulting from the use or maintenance of the equipment or other items necessary to operate Online Banking.

The bank will not be liable for any loss to you or any third party as a result of any action or inaction by the Bank in accordance with instructions on which the Bank in good faith believes it is authorized to rely.

Computer and Mobile Device Related Liability

Neither we, nor any of our subsidiaries, any software suppliers, or any information providers are liable for any virus, spyware, spam or software-related problems that may be attributable to the services provided in connection with Online Banking.

14. Your Right to Terminate

You may cancel your Service at any time by providing us with written notice by postal mail or fax. Your access to the Service will be suspended no more than 15 business days after receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

Our Right to Terminate

You agree that we may immediately terminate or limit your access to the Service without prior notice if you have insufficient funds in any one of your Bank accounts, or upon reasonable notice, for any other reason in our sole discretion.

15. Communications between Peoples Bank and You

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways.

- Email-Since email is not secure, we will not respond to emails
- Telephone-You can contact us at 800-518-0443
- In person-Stop by either our Wyaconda, Kahoka or Canton location to discuss your questions

Consent to Electronic Delivery of Notices

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Peoples Bank Internet Banking Service web site. If you do not wish to receive electronic notices, you must send us written, signed notification. Also, you agree to notify us immediately of any change in your email address.

Browser Requirements

Your browser must support 128-bit encryption.

Peoples Bank of Wyaconda requires the most current updated 128-bit encryption versions of Microsoft Internet Explorer 11, Microsoft Edge, Firefox, Chrome or Safari browsers. The 128-bit encryption needed to view your accounts provides added security when conducting financial transactions.

You are responsible for the setup and maintenance of your home computer, mobile device and internet connection. We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser, your Internet service provider, your software or any equipment you may use (including your telecommunications facilities, hardware devices) to access or communicate with Online Banking.

16. Disclaimer of Warranties

Warranties of Fitness and Merchant ability

NEITHER WE, NOR ANY SOFTWARE SUPPLIERS, OR ANY INFORMATION PROVIDERS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE EQUIPMENT, BROWSER OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

Neither we, nor any of our subsidiaries, any software suppliers, or any information providers make any warranty, express or implied, that the services provided in connection with Online Banking are free from any computer virus or other software-related problems.

Once we have received your signed Enrollment Form, and verified your account information, we will send you, by postal mail, confirmation of our acceptance of your enrollment, along with your assigned log-in ID and temporary password. The Service can be used to access only the Bank accounts found here at Peoples Bank of Wyaconda. We undertake no obligation to monitor transactions through the Service to determine that they are made on behalf of the account holder.

Please list all account numbers you wish to access and the type of access:

<u>Account Number</u>	<u>Account Type*</u>	<u>Access*</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

*Account Type means Checking, Savings, Loan, CD

**Access FULL means user has complete access to the account

VIEW ONLY means the user may only view the account history

In Case of Errors or Questions About Your Electronic Transfers

Contact us as soon as you can at 800-518-0443 if you think your statement is wrong, or if you need more information about a transaction listed on your statement. We must hear from you no later than 60 days after we sent the FIRST paper statement, or e-mail notification for your e-Statement, upon which the problem or error appeared. See attached Regulation E disclosure for further information.

I, the undersigned, hereby state that I have read, fully understand, and will comply with the Peoples Bank of Wyaconda Internet Banking Personal Enrollment Form.

Authorized Account Holder Signature(s) Required for Enrollment:

Signature

Address

SSN _____

email address

Phone Number _____

BANK USE ONLY:

Approved: _____ (DA or BA)

Full _____ **or View Only** _____