

PEOPLES BANK OF WYACONDA

BUSINESS ACCOUNT ONLINE BANKING/MOBILE BANKING AGREEMENT

PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE ENROLLING IN THE SERVICE OR INITIATING ANY TRANSACTIONS.

1.Scope of this Agreement

This Agreement between you and Peoples Bank of Wyaconda governs your use of our Internet Banking Service (the "Service"). The Service permits our Customers to perform a number of banking functions on accounts linked to the Service through the use of a personal computer and the Internet.

2.Accepting the Agreement

After you have carefully read this Agreement in its entirety, you will be asked to accept the terms and conditions of this Agreement. When you accept these terms and conditions, you represent and warrant that you are an Authorized User acting with full authority, and that you are duly authorized to execute this Agreement.

You should save a copy of this Agreement for your records.

If you have any questions about this Agreement, please contact our Internet Banking Customer Service Department.

WHEN YOU SIGN THIS AGREEMENT, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

3.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 Customer-Refers to anyone other than a Consumer who owns an Eligible account with respect to which the Service is requested primarily for business purposes.

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

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.

5. 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 Mobil 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 liable to you for any losses by your failure to properly use Mobile Banking or you 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 agreements may have fees, limitations, and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider my 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.

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.Enrollment Process

You must complete the enrollment process to use the Service. You must enroll at the bank. When you enroll for the Service, you agree to provide true and accurate enrollment information. Our Internet Banking Department will verify the information you submit for accuracy and proper authorizations. In about one week, you will receive a package in the mail with additional information regarding your account activation and our Service.

8.Linked Accounts

When you first enroll for the Basic Internet Banking Service we will link all of your designated Eligible Accounts to one Access ID. If you want to limit the accounts linked or the privileges assigned to an account, please contact us at 660-727-2941 or 800-518-0443.

9.Account Balances

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day Cut-off time to be effective the same Business Day.

The balances within the Service are updated periodically and the Service will display the most current "as of" date on the "accounts" summary page. There may be situations that cause a delay in an update of your balances. The Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

10.Canceling or Changing Transfers

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us through the Service; however, you can edit or change a transfer that is still "pending".

In order to cancel or change a pending transfer that has not been submitted to us for processing, use the following procedures:

1. Log in and make edits to the appropriate transaction.
2. Edits must be made before 2:00 p.m. for transactions to be processed the same Business Day
3. You may edit a pre-scheduled (future dated/automatic) transaction anytime before 2:00 pm. on the Business day before the scheduled transfer or payment date.
4. For transfers, you can change the transfer amount to \$0.00, or
5. If you accidentally transfer funds, you can schedule another transfer to move the funds back to the original account.

For assistance, you can call our Internet Banking Department at 660-479-5421 (Wyaconda) or 660-727-2941 (Kahoka).

11. Transfer Limitations

You may use the Service to check the balance of your eligible account(s) and to transfer funds among your Eligible Accounts at this Financial Institution. You must have sufficient funds among your Eligible Accounts at this Financial Institution. You must have sufficient funds in your account to cover the amount of any online transfer on the scheduled payment date set for the transaction, or the transaction may not be processed.

Current federal regulations restrict the number of transactions that you can make from certain types of accounts, such as Money Market and Savings Accounts. For these types of accounts, you may not make more than six (6) pre-authorized electronic transfers, which include computer initiated transfers, telephone transfer, checks and point-of-sale transactions during a given monthly statement period. Transfers authorized by personal computer through the Service are counted toward the six permitted monthly transfers. Federal regulations currently place no limits on the number of transfers from your checking accounts.

12. Privacy

We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. Read our Privacy Notice or call us if you have further questions regarding our treatment of your confidential information.

13. Internet Security

The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Service, our Internet Banking Department will verify your identity and authorization against information associated with the Eligible Account(s) that you request to be linked to the Service.

Access IDs and Passwords-One of the main security features protecting the Service is the unique combination of your *Access Identification Code* (Access ID) and *Password*. during the enrollment process, you will be asked to select a unique Access Id, and then choose a Password that will be used to gain access to the Service. You determine your own password, which is encrypted in our database. Neither this Institution nor its Service Providers have access to this information. The Service will automatically deactivate your account after three unsuccessful login attempts within a 24-hour time frame. Contact us for assistance in resetting your password.

Because your password is used to access your accounts, you should treat it as you would any other sensitive personal data.

- *You should carefully select a password that is hard to guess.
- *You should not use words based on your name, address or other personal information.
- *Special characters may be used to increase security.
- *Do NOT use dictionary words. The "Help" link within the Service will offer tips on choosing a secure password that you can remember.
- *Keep your Password safe.
- *Memorize your password and do NOT write it down.
- *You should also change your password occasionally, such as every 60 days.

*A password should be changed immediately if you suspect that your password has been compromised.

NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS WILL CONTACT YOU VIA TELEPHONE OR EMAIL REQUESTING PERSONAL INFORMATION, YOUR ACCESS ID, OR YOUR PASSWORD. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS INFORMATION, PLEASE CONTACT US IMMEDIATELY.

Encryption-The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Internet banking. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption. The Service will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this *secure session* by changing the appearance of a small icon of a padlock at the bottom of the screen from “open” to “locked”. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

Certificate Authority-The servers hosting the Service have been certified by a Certificate Authority to assure you that you are actually talking to the Service instead of someone pretending to be us. If you are using an older browser, such as anything prior to versions Microsoft Internet Explorer 7, 8, 9, 10, Firefox 3 or the latest version, Google Chrome, and the latest version of Safari for MAC systems, you will see that the Certificate Authorities key may have expired; you will need to update your browser. Instructions for upgrading your browser are located on the browser SSL Update link, which is located on the Service login page. By clicking on the lock within the Service, you can view the certificate to ensure it’s valid.

Cookies-During your use of the Service, our Internet banking Service Provider will pass an encrypted *cookie* to your computer in order to identify your computer during the session without having to provide Access ID and Password for each individual transaction. Users must accept this cookie to use the Service. This cookie does not contain any personal information; it simply provides another level of security for our Internet banking product. The cookie is stored on your computer’s hard-drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account.

Additional Security Guidelines:

- *All authorized users should sign-off after every Service session; however, online sessions will automatically end after ten (10) minutes of inactivity. This is to protect you in case you accidentally leave your computer unattended after you login.
- *The security of public computers (e.g. in a library, or Internet cafe) cannot be assured; therefore, we recommend that you refrain from accessing the Service on a public computer.
- *Routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Unremoved or un-repaired viruses or spyware may affect the performance of your computer, corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit sensitive data to another third party or transmit a virus to other computers
- *Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- *Keep your computer’s operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.

YOU ARE RESPONSIBLE FOR THE CORRECT SETUP OF YOUR COMPUTER AND/OR MOBILE DEVICE 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.

14. Your Password Responsibilities

When you accept the terms and conditions of this Agreement, you agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all transfers you authorize using the service. If you permit other persons to use the Service, your password, or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling 800-518-0443 during customer service hours.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSWORD TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSWORD TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AND/OR AN AGGREGATION SERVICE PROVIDER.)

In addition to the security features described above, there may be other security related notices posted on our website or the Service from time-to-time. It is your responsibility to read all security notices.

15. Our Liability for Failure to Complete Transaction

We will use commercially reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transactions initiated by you because of the existence of one or more of the following circumstances:

1. If, through no fault of ours, your Eligible Account(s) does not contain sufficient funds to complete the transaction;
2. The Service is not working properly and you know or have been advised by this Institution and/or its service providers about the malfunction before you execute the transaction;
3. If your computer, software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transfer;
4. The transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
5. We have reason to believe that a transaction request may not be authorized by or any third party whose authorization we believe is necessary; and/or
6. Circumstances beyond control of the Service, our Service Providers, and this Institution (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

16. Documentation and Verification of Payments and Transfers

Information regarding internet banking will be reflected on the account detail in the Service and in your regular monthly account statement(s).

17. Additional Provisions Applicable only to Business Customers

A) Protecting Your Account

BUSINESS CUSTOMER(S) WILL BE SOLELY RESPONSIBLE FOR ITS AUTHORIZED USERS. CUSTOMER REPRESENTS AND WARRANTS THAT ITS AUTHORIZED USERS HAVE THE APPROPRIATE AUTHORITY TO INITIATE TRANSFERS THROUGH THE SERVICE. THIS BUSINESS WILL BE ASSIGNED ONE USER NAME AND PASSWORD.

BUSINESS CUSTOMER AUTHORIZES THIS INSTITUTION AND ITS SERVICE PROVIDERS TO ACT UPON, AND YOU AGREE TO BE BOUND BY, ANY TRANSACTION, WHETHER OR NOT AUTHORIZED, THAT IS INITIATED WITH YOUR ACCESS ID AND PASSCODE. THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE FOR VERIFYING THE IDENTITY OR AUTHENTICITY OF ANY PERSON CLAIMING TO BE AN AUTHORIZED USER OF THE BUSINESS CUSTOMER.

BUSINESS CUSTOMER ASSUMES ANY AND ALL LIABILITY ARISING FROM THE USE OR MISUSE OF THE SERVICE OR COMPANY ACCOUNTS BY ITS AUTHORIZED USERS. BUSINESS CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS FOR ANY LIABILITY AND DAMAGES RESULTING FROM OUR ACTING UPON ANY DIRECTION, INSTRUCTION, OR INFORMATION THAT IS INITIATED WITH THE ACCESS ID AND PASSCODE.

YOU AGREE THAT WE MAY SEND NOTICES AND OTHER COMMUNICATIONS, INCLUDING EMAILS, TO THE CURRENT ADDRESS SHOWN IN OUR RECORDS, WHETHER OR NOT THAT ADDRESS INCLUDES A DESIGNATION FOR DELIVERY TO THE ATTENTION OF ANY PARTICULAR INDIVIDUAL. YOU FURTHER AGREE THAT THE FINANCIAL INSTITUTION NAME AND/OR ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU IN ANY WAY IF INFORMATION IS INTERCEPTED BY AN UNAUTHORIZED PERSON, EITHER IN TRANSIT OR AT YOUR PLACE OF BUSINESS. IN ADDITION, YOU AGREE TO:

- *REQUIRE ALL AUTHORIZED USERS TO KEEP PASSWORDS SECURE AND STRICTLY CONFIDENTIAL;
- *IMMEDIATELY NOTIFY US AND SELECT A NEW PASSWORD IF YOU OR YOUR USERS BELIEVE YOUR PASSWORD MAY HAVE BECOME KNOWN TO AN UNAUTHORIZED PERSON.

WE MAY DISABLE PASSCODES OF USERS EVEN WITHOUT RECEIVING SUCH NOTICE FROM YOU, IF WE SUSPECT PASSWORDS ARE BEING USED IN AN UNAUTHORIZED OR FRAUDULENT MANNER.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR THE DEVELOPMENT AND IMPLEMENTATION OF ALL COMMERCIALY REASONABLE PROCEDURES TO CONTROL ACCESS TO THEIR COMPUTER SYSTEMS AND TO PROTECT ANY DATA FILES STORED THEREON. BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR ALL APPROPRIATE AND COMMERCIALY REASONABLE, PHYSICAL, LOGICAL, AND NETWORK SECURITY SYSTEMS AND DEVICES TO PROTECT THE SECURITY OF DATA FILES MAINTAINED ON COMPUTER(S) USED TO ACCESS THE SERVICE AS WELL AS THE PROTECTION AGAINST UNAUTHORIZED ACCESS TO BUSINESS COMPUTERS, AND/OR NETWORKS USED TO ACCESS THE SERVICE. BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM ANY AUTHORIZED OR UNAUTHORIZED ACCESS TO THE SERVICE.

THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS SHALL HAVE NO OBLIGATION, LIABILITY OR CONTROL, EITHER DIRECTLY OR INDIRECTLY CONCERNING THE BUSINESS CUSTOMERS' SELECTION OF SECURITY SYSTEMS OR DEVICES FOR THE PROTECTION OF ANY DATA FILES OR COMPUTERS USED TO ACCESS THE SERVICES OR OVER BUSINESS CUSTOMERS DEVELOPMENT OR IMPLEMENTATION OF SECURITY PROCEDURES OR THE FAILURE OF BUSINESS CUSTOMER TO MAINTAIN SAID PROCEDURES.

B) Commercially Reasonable Security Procedures of the Service

WHEN YOU ACCEPT THIS AGREEMENT AND USE THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE INCLUDES SECURITY MEASURES WHICH ARE COMMERCIALY REASONABLE. YOU AGREE TO BE BOUND BY OUR SECURITY PROCEDURES AND

INSTRUCTIONS, WHICH MAY BE PERIODICALLY UPDATED. YOU AGREE TO REVIEW AND IMPLEMENT ALL SECURITY PROCEDURES AVAILABLE IN CONNECTION WITH THE SERVICE, INCLUDING PROCEDURES TO PROTECT THE CONFIDENTIALITY OF YOUR ACCESS ID AND PASSWORD AND THE SAME FOR YOUR AUTHORIZED USERS. YOU AGREE TO NOTIFY THIS FINANCIAL INSTITUTION IN THE EVENT THAT YOUR USE OF THE SERVICE WOULD NECESSITATE OR BE BETTER SERVED BY A LEVEL OF SECURITY THAT EXCEEDS THAT OFFERED BY THE SERVICE. IF YOU FAIL TO NOTIFY THIS FINANCIAL INSTITUTION, YOU ACKNOWLEDGE AND AGREE THAT THE SECURITY ASPECTS OF THE SERVICE ARE APPROPRIATE FOR YOUR NEEDS AND WILL PROVIDE YOU WITH A COMMERCIALY REASONABLE DEGREE OF SECURITY AGAINST UNAUTHORIZED USE.

C) Errors and Questions

In case of errors or questions about your transactions, you should as soon as possible notify us through one of the following methods:

Telephone us at 660-727-2941 or 800-518-0443 during business hours;
Write us at 100 Main Street, P. O. Box 137, Wyaconda, MO 63474.

D) Your Liability for Unauthorized Transfers

You must notify us of errors, discrepancies, or possible unauthorized payments as soon as possible upon learning of the discrepancy. If you fail to notify us within sixty (60) days after you have received notice of an unauthorized or erroneous transfer, Peoples Bank of Wyaconda will not owe you any interest on the amount in questions, even if we are otherwise liable to you in connection with the transaction.

Peoples Bank of Wyaconda and its service providers shall have no liability to you for any unauthorized transfer made using your password that occurs before you have notified us of any possible unauthorized use and we have had a reasonable opportunity to act upon that notice.

E) Limitation of Institution Liability

THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL BE DEEMED TO HAVE EXERCISED ALL DUE CARE AND TO HAVE ACTED REASONABLY IF WE ACT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE LIABLE FOR LOSS SUSTAINED BY YOU ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY OUR MISCONDUCT. THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE:

- *RELATED TO THE DISHONESTY OF THE BUSINESS CUSTOMER'S EMPLOYEES, OFFICERS, AGENTS OR AUTHORIZED USERS;
- *RESULTING FROM ANY DELAY IN THE PERFORMANCE OF THIS AGREEMENT, WHICH IS CAUSED BY AN ACT OF GOD, FIRE OR OTHER CASUALTY, ELECTRICAL OR COMPUTER FAILURE, DELAYS OR FAILURE TO ACT BY ANY CARRIER, MEDIUM OR AGENT OPERATING BETWEEN PEOPLES BANK OF WYACONDA AND THIRD PARTIES, OR ANY OTHER CONDITION OUTSIDE OF OUR CONTROL.

IF THIS FINANCIAL INSTITUTION AND/OR ITS SERVICE PROVIDERS FAIL OR DELAY IN MAKING A TRANSFER PURSUANT TO YOUR INSTRUCTION, OR IF WE MAKE A TRANSFER OR PAYMENT IN AN ERRONEOUS AMOUNT WHICH IS LESS THAN THE AMOUNT PER YOUR INSTRUCTION, UNLESS OTHERWISE REQUIRED BY LAW OUR LIABILITY SHALL BE LIMITED TO INTEREST ON THE AMOUNT WHICH WE FAILED TO TIMELY PAY, CALCULATED FROM THE DATE ON WHICH THE PAYMENT WAS TO BE MADE UNTIL THE DATE IT WAS ACTUALLY MADE OR YOU CANCELED THE INSTRUCTION.

NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST PEOPLES BANK OF WYACONDA UNDER THIS AGREEMENT. THE TERMS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

F) Indemnification

Business Customer(s) and its Authorized Users will defend, indemnify and hold harmless Peoples Bank of Wyaconda and its service providers against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by Peoples Bank of Wyaconda through the service; (ii) any breach of the provisions of this Agreement; (iii) any request for stop payment; (iv) any dispute between you and any third party in connection with the use of the Service; and (v) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this section will survive termination of this Agreement.

17. 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.

19. Electronic Disclosures

We may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include: monthly account statements, deposit account disclosures, notices regarding changes in account terms and fees, and privacy notices. The equipment necessary for accessing these types of disclosures electronically is described within this Agreement in Section 6.

WITH YOUR ACCEPTANCE BELOW, YOU AGREE TO ACCEPT THIS AGREEMENT AND OTHER INTERNET BANKING RELATED DISCLOSURES IN AN ELECTRONIC FORMAT. YOU ALSO AGREE AND REPRESENT THAT YOU HAVE THE NECESSARY EQUIPMENT FOR ACCESSING THE SERVICE AND FOR VIEWING ELECTRONIC DISCLOSURES.

You may change the method of delivery at any time (e.g., from electronic format to paper format) by contacting us at 660-727-2941 or 800-518-0443.

You should print or save a copy of all disclosures delivered electronically.

If you enroll for the Service in one of our office locations, we will send you an e-mail and ask you to confirm your ability to access the Service and its related online disclosures.

20.Address or E-mail Changes

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made by contacting our Internet Banking Department at 660-727-2941 or 800-518-0443.

21.Service Termination, Cancellation, or Suspension

In the event you wish to cancel the service, please contact our Internet Banking Department. We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be canceled in whole or in part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, accessibility will automatically terminate.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your account to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call our Internet Banking Department.

22.Exclusions of Warranties and Limitation of Damages

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER. NEITHER THIS FINANCIAL INSTITUTION NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE.

THE FOREGOING SHALL CONSTITUTE PEOPLES BANK OF WYACONDA AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL PEOPLES BANK OF WYACONDA OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE SERVICE.

23.Assignment

You may not assign this agreement to any other party. We may assign this agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to Independent contractors or other third parties.

24.No Waiver

This Financial Institution and its Service Providers shall not be deemed to have waived any of our rights or remedies unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

25. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

26. Disputes

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of this financial institution and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

27. Waiver of Trial by Jury

The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements or actions of the parties. This provision is a material inducement for the parties entering this Agreement.

28. Ownership of Material

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by the Peoples Bank of Wyaconda and/or its Service Providers unless otherwise indicated. All registered and un-registered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

29. Governing Law and Relation to Other Agreements

Accounts and services provided by this Financial Institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Missouri, without regard to its conflicts of laws provisions.

LIST OF BUSINESS ACCOUNTS YOU WISH TO ENROLL IN THE SERVICE AND THE TYPE OF ACCESS

<u>ACCOUNT NUMBER</u>	<u>ACCESS*</u>
Account Number _____	_____
Account Number _____	_____
Account Number _____	_____
Account Number _____	_____

*Access FULL means user has complete access to the account
VIEW ONLY means the use may only view the account history

Name of Business: _____ email address: _____

Authorized Signature: _____

Date: _____

AUTHORIZATION RESOLUTION FOR INTERNET BANKING

I, _____, (*Entity Officer*), certify that: I am the/a _____
_____ (*Entity Officer's title*) designated on behalf of _____
_____ (*Authorizing Entity*). Authorizing Entity is a _____
_____ (*Type of entity, like "corporation", "llc"*). I am authorized and directed to execute an original or a copy of this Authorization to Financial Institution.

I certify that Peoples Bank of Wyaconda is designated to provide Internet Banking Services to this entity, subject to Peoples Bank of Wyaconda's rules and regulations. This authorization does not replace the most recent prior authorization resolution supplied to you by this organization, and is intended solely to authorize this entity's participation in Peoples Bank of Wyaconda's Internet Banking Service. This authorization shall remain in effect until Peoples Bank of Wyaconda receives and records an express written notice of its revocation, modification or replacement.

This entity agrees that Peoples Bank of Wyaconda is not responsible for the use of this password and User ID.

Seal

President/Owner/Partner

Secretary

BANK USE ONLY:

Approved: _____ (DA or BA)
Full _____ or View Only _____