

**PEOPLES BANK OF WYACONDA
ONLINE BANKING/MOBILE
BANKING AGREEMENT (“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 (the “Bank”) governs your use of our Online 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 computer or mobile device and the Internet.

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 the Bank’s successors and assigns. Certain 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. 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 (defined hereinafter) 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 Online Banking Customer Service Department (“Online Banking Department”).

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

3. Definitions.

Agreement: Agreement means these terms and conditions of the Service.

Authorized User: An authorized user is any individual or agent whom you allow to use the Service or your password (“Password”) or other means to access your Eligible Account(s).

Business Day: A business day is every Monday through Friday, excluding Federal Reserve holidays.

Business Customer: 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: A 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: Consumer refers to a natural person who owns an Eligible Account at the Bank and who uses the Service primarily for personal, family, or household purposes.

Eligible Account(s): 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 account(s) 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 identification code (“Access ID”) and Password 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: Service provider includes any agent, licensor, independent contractor or subcontractor that the Bank may involve in providing the Service.

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, “we”, “us”, or “our” refer to the Bank and any agent, independent contractor, Service Provider, sub-contractor, licensor, designee, or assignee that the Bank may involve in the provision of the Service.

4. Basic Online 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 the Bank
- View loan balances
- Payments to loans at with the Bank

We may add or remove certain features and/or functionality available from time to time. You can generally 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. Online Bill Payment Service.

Online bill payment is available through the Bank's online bill payment service.

6. Mobile Banking Service.

The Bank provides limited online banking functionality from most mobile devices with an Internet browser through our mobile banking service ("Mobile Banking Service") at www.pbwbank.com. In order to use the Mobile Banking Service, 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 the Bank's Mobile Banking Service application for the iPhone, iPad, or Android devices. We reserve the right to modify the scope of the Mobile Banking Service at any time.

We will not be liable to you for any losses by your failure to properly use the Mobile Banking Service or your mobile device. You agree that when you use the Mobile Banking Service or the Bank's 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 the Mobile Banking Service (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with the Mobile Banking Service, including while downloading the Bank's Mobile Banking application, sending or receiving text messages, or other use of your mobile device. You agree to be solely responsible for all such fees, limitations, and restrictions.

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

7. Requirements for Enrolling in the Service.

In order to enroll in the Service:

- You must have an eligible account with the Bank.
- 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 computer and / or 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 provide 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.

8. Enrollment Process.

You must complete the enrollment process to use the Service. You will enroll online. When you enroll for the Service, you agree to provide true and accurate enrollment information. Our Online Banking Department will verify the information you submit for accuracy and proper authorizations.

9. Linked Accounts.

When you first enroll for the 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.

10. Eligible Account Balances.

Balances shown in your Eligible Account(s) 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.

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 Access 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 Eligible Account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

1. Electronic Funds transfers involving currency disbursements, i.e.: ATM withdrawals, will have priority;
2. Electronic Funds transfers initiated through the Service which would result in an overdraft of your account may be canceled at our discretion;
3. 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;
4. 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.

13. Limits on Amounts and Frequency of Service Transactions.

The number of transfers from Eligible 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 Eligible Account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

14. Disclosure of Account Information and Transfers.

You understand information about your Eligible 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.

15. 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 Eligible Accounts.

16. 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 any time 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 Online Banking Department at 660-479-5421 (Wyaconda)

or 660-727-2941 (Kahoka).

17. 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 the Bank. You must have sufficient funds in your Eligible Account(s) 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.

18. 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. Our privacy disclosure is available to view on our website at www.pbwbank.com.

19. 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 Online 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 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 the Bank 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.
- If you believe your password has been compromised, you should change it immediately.

When you log into the Service for the first time, you will be asked for a 6-character Access ID number to place in the Access ID box, and then be prompted for your online Password. For security purposes, you will be required to choose your Access 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 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. Contact the Bank at 800-518-0443 for assistance.

Every 90 days the system will force a Password change for your security. To change your Password before the 90th day, the user will log into the Service and then go to the security tab and select “Change Password.”

You are allowed three Password attempts, and on the third 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. The Bank employees will not have access to subscriber’s Password. To re-establish your authorization to the Service, you must contact a Bank Representative at 800-518-0443, to have your Password reset.

NEITHER THE BANK 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 the Service. Your browser automatically activates this technology when it attempts to connect to the 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 the Bank. 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 updating 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 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 the Service. 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.

20. 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 Eligible 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.

21. Documentation and Verification of Payments and Transfers.

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

22. Additional Provisions Applicable only to Consumers.

A) Your Liability for Unauthorized Transfers.

1. You are liable for all transactions authorized with the use of your Password. The 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 the 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 Joint Account. You agree to indemnify, defend and hold harmless the 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 the Bank or bring any action against the Bank related to its honoring or allowing any actions or transactions that were authorized and/or conducted under your Password.

2. You will have no liability for unauthorized transactions if you notify the Bank within 60 days after the statement (showing the transaction) has been sent to you. If you fail to notify us, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period, if we can demonstrate that we could have stopped the transaction if you had notified us in time.

B) Bank's Liability for Failure to Complete Transactions.

1. If we do not complete a transaction to or from your account on time, or in the correct amount according to this Agreement, the Bank may be liable for your losses or damages only up to and not to exceed the transaction amount that was not completed. 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:
 - a. If, through no fault of ours, your applicable Eligible Account does not contain sufficient funds to complete the transaction;
 - b. The Service is not working properly, and you know or have been advised by the Bank and/or its Service Providers about the malfunction before you execute the transaction;
 - c. If your computer, software, telecommunication lines were not working properly, and this problem should have been apparent to you when you attempted the transfer;
 - d. The transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
 - e. 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
 - f. 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.
 - g. Other exceptions not specifically mentioned.

23. Additional Provisions Applicable only to Business Customers.

A) Protecting Your Account.

1. Business Customers authorize Bank to provide Online banking services to Business Customer subject to Bank's rules and regulations. This authorization does not replace prior authorization resolutions supplied by Business Customers, if any, and is intended solely to authorize Business Customers participation in Bank's Online Banking Services. This authorization shall remain in effect until Bank receives and records Business Customers' express written notice of its revocation, modification, or replacement.
2. Business Customer(s) will be solely responsible for its authorized users. Business Customer represents and warrants that its authorized users have the appropriate authority to initiate transfers through the service. Each business will be assigned one user name and password.
3. 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 Password. The Bank 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.
4. 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 the Bank 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 Password.
5. 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 Bank 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:
 - a. REQUIRE ALL AUTHORIZED USERS TO KEEP PASSWORDS SECURE AND STRICTLY CONFIDENTIAL;
 - b. IMMEDIATELY NOTIFY US AND SELECT A NEW PASSWORD IF YOU OR YOUR USERS BELIEVE YOUR PASSWORD MAY HAVE BECOME KNOWN TO AN UNAUTHORIZED PERSON.
6. We may disable Passwords of users even without receiving such notice from you, if we suspect Passwords are being used in an unauthorized or fraudulent manner.
7. Business Customers shall be solely responsible for the development and implementation of all commercially 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 commercially 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.

8. The Bank 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 Service 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.

1. When you accept this Agreement and use the Service, you acknowledge and agree that the Service includes security measures which are commercially 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 the Bank 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 the Bank, you acknowledge and agree that the security aspects of the service are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

C) Errors and Questions

1. In case of errors or questions about your transactions, you should as soon as possible notify us through one of the following methods:
 - a. Telephone us at 660-727-2941 or 800-518-0443 during business hours;
 - b. Write us at 100 Main Street, P. O. Box 137, Wyaconda, MO 63474.

D) Your Liability for Unauthorized Transfers

1. 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, the Bank will not owe you any interest on the amount in questions, even if we are otherwise liable to you in connection with the transaction.
2. The Bank and its Service Provider 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) Bank's Liability for Failure to Complete Transactions

1. 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.

2. If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount that we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount that exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360-day year. **Unless otherwise required by law, in no event will the Bank be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.**
3. The Bank 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. The Bank and its Service Providers will have no liability for any loss or damage:
 - a. related to the dishonesty of the Business Customer's employees, officers, agents or Authorized Users;
 - b. 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 the Bank and third parties, or any other condition outside of our control.
4. No third party will have rights or claims against the Bank under this Agreement. The terms of this section will survive termination of this Agreement.

F) Indemnification

1. Business Customer(s) and its Authorized Users will defend, indemnify and hold harmless the Bank 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 the Bank 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.

24. Acceptance of Agreement and Enrollment.

This 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 ("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 or 800-518-0443. The Bank has the discretion to change the terms of the Agreement at any time. If you use the Service at any time after the revision ("Revision") has been made, you are obligated for all terms of the Agreement including any Revisions for the Service, except for changes and obligations due for transactions related to the Service 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 Service will function as your agreement to any existing Agreement, new agreement or Revisions. The use of the Service by you, or any other users you authorize to use your Service, 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 the Service will bind you and all your authorized users, from the time of the first use of the Service by any single authorized user. If you or any of your authorized users of your Service have any questions, please call the Bank at 660-727-2941 or 800-518-0443. The Bank appreciates the opportunity to provide these services to you.

25. 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 7.

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.

26. 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 Online Banking Department at 660-727-2941 or 800-518-0443.

27. Service Termination, Cancellation, or Suspension.

In the event you wish to cancel the Service, please contact our Online 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 Eligible Account 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 Online Banking Department.

28. 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 MERCHANTABILITY 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 THE BANK 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 THE BANK'S AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE BANK 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.

29. Assignment.

You may not assign this Agreement to any other party. The Bank 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.

30. No Waiver.

The Bank 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.

31. 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.

32. 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 the Bank and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail. Notwithstanding, this Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

33. 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.

34. 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 Bank 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.

35. Governing Law and Relation to Other Agreements.

Accounts and services provided by the Bank 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.