

ONLINE BANKING AGREEMENT
KANSAS STATE BANK – OTTAWA & BALDWIN CITY

Please read carefully. This Agreement is a contract which establishes the rules covering electronic access to your accounts at Kansas State Bank (“Bank”) through Online Banking. By using Online Banking, you accept all the terms and conditions of this Agreement. Bank reserves the right to revise this Agreement at any time without notice.

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 subject to applicable federal laws and the laws of the State of Kansas (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. Bank reserves the right to seek all remedies available at law and in equity for violations of these Rules and Regulations, including the right to block access from a particular Internet address. We reserve the right to change the terms of this Agreement.

Definitions: As used in this Agreement, “we”, “us” and “our” refer to Kansas State Bank (“Bank”). “You” and “your” refer to the accountholder authorized by Bank to use Online Banking under this Agreement or anyone authorized by that accountholder to exercise control over the accountholder’s funds through Online Banking. “Account” or “accounts” means your accounts at the Bank. “Business day” means Monday through Friday. Holidays are not included. “PIN” means Personal Identification Number.

All content of the Online Banking site is provided “as is” without any warranty of any kind, either express or implied. Kansas State Bank does not warrant that the content is accurate, complete, or current. Bank makes no commitment to update the content of this site. The use of Online Banking is at your own risk. It is your responsibility to verify any information before relying on it. The content of the Online Banking site may include technical inaccuracies or typographical errors. Bank may make changes to products and/or services described on this site at any time.

You specifically agree that Bank shall not be responsible for the unauthorized access to or alteration of your personal or account information or data, any material or data sent or received or not sent or received, or any transactions entered into through Online Banking.

To use Online Banking, you must have at least one account at Bank, access to Internet service and the appropriate hardware/software systems. You can use Online Banking to check the balance of your Bank accounts, view Bank account history, transfer funds between your approved checking or savings accounts, make loan payments, and make stop payment requests. You can generally use Online Banking 7 days a week, 24 hours a day, although some services may not be available occasionally due to emergency or scheduled system maintenance or down time. Although you may access the system and schedule transfers and payments at any time, any transfers or payments made after 7:00PM will be completed on the next business day.

Upon receiving your signed Agreement, you will be issued an initial PIN by the Bank. For security purposes, you are required to change your PIN upon your initial login to Online Banking. You determine what your PIN will be, and the identity of that PIN is not communicated to us. You agree that we are authorized to act on instructions received under your PIN. You accept responsibility for the confidentiality and security of your PIN and agree to change your PIN regularly. Upon three unsuccessful attempts to use your PIN, your access to Online Banking will be revoked. To re-establish your authorization to use Online Banking, you must contact us to have your PIN reset.

Your PIN must be at least 6 characters in length, using both alpha and numeric characters. We recommend that you create a PIN that utilizes both upper and lower case alpha characters, and numeric characters for purposes of security. Your PIN should not be associated with any commonly known personal identification, such as social security number, date of birth, names of children or pets, and should be memorized rather than written down.

You understand the importance of your role in preventing misuse of your accounts through Online Banking and you agree to promptly examine your statement for each of your accounts. You agree to protect the confidentiality of your account and account number, and your personal identification information such as driver’s license or social security number. Your login ID and PIN are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Online Banking is encrypted in an effort to provide transmission security and Online Banking utilizes identification technology to verify that the sender and receiver of transmissions can be appropriately identified by each other. Notwithstanding, our efforts to insure that the Online Banking system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Online Banking, or e-mail transmitted to and from us, will not be monitored or read by others. Do not use e-mail to send us communications which contain confidential information such as account numbers, social security numbers, PINs, or communications which need immediate attention. If you have questions concerning your existing Bank account, please call us instead. **WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN USER IDs OR PINS, OR UNAUTHORIZED TRANSFERS, VIA E-MAIL.**

CONTACT US AT ONCE if you believe your PIN has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your overdraft limit amount, if any). **WE CANNOT ACCEPT NOTIFICATIONS OF LOST OR STOLEN USER IDs OR PINS VIA E-MAIL.**

Initials _____
Date _____



You agree to pay the fees and charges for use of Online Banking services as set forth in our fee schedule. We reserve the right to change the fees and charges in our fee schedule. You are also responsible for telephone and Internet fees you may incur in connections with your use of Online Banking.

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.

You may initiate stop payment requests online via Online Banking for paper checks you have written against your accounts but which have not yet cleared your accounts. Online stop payment requests are processed when actually received by the Bank in proper form. The stop payment must precisely identify the name of the payee, the check number, the amount and the date of the check. If you make your stop payment request online or by telephone, we require you to put your request in writing and deliver it to us within 14 days. You will incur stop payment charges as disclosed in the current fee schedule.

In case of Errors or Questions about your electronic transfers, contact us as soon as possible if you think your statement or Online Banking account is wrong, or if you need more information about a transfer listed on your account. We must hear from you no later than 60 days after you receive your statement on which the problem or error occurred. When you contact us:

- Tell us your name and account number;
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information;
- Tell us the dollar amount of the suspected error, and the date of occurrence.

If you contact us by telephone, we may require that you give us your problem or complaint in writing within 10 business days. **WE CANNOT ACCEPT NOTIFICATION OF UNAUTHORIZED TRANSFERS VIA E-MAIL.**

We will communicate to you the results of our investigation within 10 business days after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, but do not receive it within 10 business days, we may not provisionally credit your account.

If we do not complete a transfer to or from your account on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If a legal order directs us to prohibit withdrawals from the account;
- If your account is closed, or has been frozen;
- If the transfer would cause your balance to go over the credit limit of an established line of credit, if applicable;
- If you, or anyone authorized by you, commits any fraud or violates any law or regulation;
- If the system was not working properly when you attempted to initiate the transfer;
- If you did not properly follow the on-screen instructions for using Online Banking, or failed to receive a transaction confirmation screen;
- If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines, either wired or wireless) prevent the transfer, despite reasonable precautions that we have taken.

WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE ONLINE BANKING SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. We do not warrant that Online Banking will operate without errors, or that any or all Online Banking services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Online Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or based on a warranty. Further, in no event shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking.

Our Right to Terminate: You agree that from time to time we may limit access to Online Banking to perform routine hardware or software maintenance, or for similar purposes or:

- Without prior notice, if you have insufficient funds in any one of your Bank accounts. Online Banking may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers and debits;
- Upon reasonable notice for any other reason in our sole discretion.

Initials _____

Date _____