

## **Southwest National Bank's Online Banking Agreement**

Please read this Agreement carefully and keep a copy for your records. By clicking the "I read and agree" button or by using the MyBankNow mobile app and/or Website, you agree to the terms and conditions set forth herein and in the Account Terms and Conditions.

These are the terms and conditions governing the use of Southwest National Bank's Website, including the MyBankNow mobile app ("Website"), Online Banking services, and Bill Payment services collectively ("Services"). Please read this Agreement carefully before using this Website.

These terms and conditions are in addition to those that apply to any accounts you have with Southwest National Bank, and which are set out in the Account Terms and Conditions. An Account Terms and Conditions disclosure was provided to you at the time you opened your deposit account, or see Account Terms and Conditions on this Website. You may also obtain a paper copy from any location of Southwest National Bank.

Terms of Use of the Service - Southwest National Bank ("Bank") maintains this Website to provide you with information about the Bank products and services, and to facilitate communication with the Bank and associated companies. The Bank requires that all visitors to our Website adhere to the following rules and regulations. From time to time, we may revise these terms and conditions. In this Agreement, "Customer," "You," and "Your" refer to the person(s) subscribing to the Service, obtaining a User Code or Password, or using the service.

The Customer agrees as follows: You may use a Personal Computer ("PC") through an Internet connection or a mobile device such as a cell phone, PDA, or any other wireless device to obtain account balances and transaction information. You may use the Service to learn the balance in your account, make transfers or loan payments, and pay bills. You may also use your PC or a mobile device such as a cell phone, PDA, or any other wireless device to view completed transactions on your accounts and to transfer money between your accounts. However, transfers, withdrawals, or other payments from your Savings and Money Market accounts are limited to six (6) per calendar month by federal regulations, all as more fully set out in the Account Terms and Conditions. In addition, you may use your PC or a mobile device such as a cell phone, PDA, or any other wireless device to electronically direct us to make payments from your account to third parties ("Payees") that you have selected to receive payment through the Service. You may make payments through the Service to any merchant or individual.

Copyright - Copyright in the images, web pages, text and screens appearing at this Website is owned by the Bank or others as indicated. The information and materials may not be copied, displayed, distributed, downloaded, licensed, modified, published, reproduced, reposted, reused, sold, transmitted, or used to create a derivative work or otherwise used for public or commercial purposes, except as provided in these terms and conditions, without the Bank's express written permission.

Area of Service - Not all of the products or Services offered on this Website are available to all customers. You may not be eligible for all of the products or services described. The Bank reserves the right to determine the eligibility for any product or Service subject only to Federal or State law.

Limitation of Liability - Except as otherwise provided in this Agreement or by law, we are not responsible for, and the Bank disclaims responsibility for, any loss, injury, or damage, whether direct, indirect, special or inconsequential (whether based in contract, tort, strict liability or otherwise), caused by the Website or Services or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC or mobile device such as a cell phone, PDA, or any other wireless device or equipment (even if we have been advised of the possibility of such damages), including liability associated with any virus or malicious software which may infect a user's PC or mobile device such as a cell phone, PDA, or any other wireless device or computer equipment. It is the customer's responsibility to have up-to-date virus detection and firewall software installed their on PC or mobile device such as a cell phone, PDA, or any other wireless device, prior to using the Bank's online banking services. The use of the Bank's site without such safeguards increases the risk that a hacker will break into user's computer system and compromise user ID and password protections. We will use our best efforts to include accurate and up to date information on the Website, but we make no warranties or representations as to the accuracy of the information provided by the Bank or third parties. You agree that all access and use of this Website and its contents is at your own risk.

E-mail - Unless otherwise prohibited by law, any communication or material you transmit to us via the Website or electronic mail ("e-mail") is on a non-confidential basis, and Bank may use such communication or material for any purpose consistent with our privacy policy including reproduction, publication, broadcast and posting. You may not transmit any obscene, libelous or defamatory messages to us.

Amendment - We can amend this Agreement upon notice to you, which you agree may be sent by mail, e-mail or by an announcement conspicuously displayed directly within the Website. Any notice will be effective not later than ten (10) days after we send or post the notice (unless a law or regulation requires a longer notice period), whether or not you have retrieved or viewed the notice by that time. We do not need to provide you with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain or restore the security of our system or an account. However, even in these cases, if the change is to be made permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement we send you, or within thirty (30) days, unless disclosure would jeopardize the security of our system or an account. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for you in our account records, or sent to an e-mail address at which you authorized us to send such notices and/or disclosures.

New Services - We may, from time to time, introduce new products and services that will be part of the Services. We may update and revise this Agreement to notify you of these new Services. By using the Website after such new services become available, you agree to be bound by the terms contained in any revised Agreement.

Severability - If any provision of this Agreement is void or unenforceable within any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity of such provision in any other jurisdiction or any other provision in that or any other jurisdiction.

Third Parties - With regard to services or products purchased or obtained by you through the Website from a person or entity other than the Bank, the Bank makes no warranty of merchantability or warranty of fitness for a particular purpose with regard to such services or products, and the Bank specifically disclaims all other warranties with regard to such services and products. The availability of a link to another party's Web site is provided as a convenience, but it does not constitute an endorsement or sponsorship of any third party or their products, and does not create an affiliation or partnership between the Bank and any third party. You should also be aware that third parties have different privacy policies than the Bank, and those third parties may treat your personal information differently than we do, and may have different information security practices.

Equipment - You are solely responsible for the equipment you use to access the Services. We are not responsible for errors or delays or your inability to access the Services caused by your equipment or your Internet Service Provider. We are not responsible for the cost of maintaining or upgrading your equipment to stay current with the Services nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

Authorization to Obtain Information - You agree that we may obtain and review your credit report from a credit bureau or similar entity.

Waivers and Assignment - No waiver of the terms of this Agreement will be effective, unless in writing and signed by an authorized officer of the Bank. You may not transfer or assign your rights or duties under this Agreement.

Security Procedures - By accessing the Services, you hereby acknowledge that you will be entering a protected Internet web site owned by the Bank, which may be used only for authorized purposes. The Bank may monitor and audit usage of the Website and System, and all persons are hereby notified that use of the Services constitutes consent to such monitoring and auditing. Attempting to up-load information and/or change information on the Website is strictly prohibited. The Bank has the right to refuse any transaction if the Bank reasonably believes such refusal is necessary for security reasons. Furthermore, bank may take additional actions it deems appropriate where it believes a transaction is fraudulent or other risks.

Governing Law - You agree that all applicable Federal laws and the laws of the State of Kansas shall govern your use of this Website and all transactions conducted hereunder. You acknowledge that you have reviewed this Agreement, understand the terms and conditions set forth herein, and agree to be bound hereby

Service Charges - There is no fee for accessing account information using the Website. However, service charges for maintaining accounts and for special services are set forth in the Account Terms and Conditions and Personal Schedule of Fees (if you are a consumer) or Business Schedule of Fees (if you are a business). You authorize the Bank to charge your Account for all applicable fees in accordance with this fee schedule. The Bank may amend its fee schedule from time to time.

Your User ID and Password - Each individual who has access to the Website, including each individual named on joint accounts, must have a unique User ID and Password. Your User ID must be between six (6) and twenty (20) characters in length. It may contain letters, numbers or and of the following special characters: `~!@#\$%^&\*()\_+={}|[]:;'<>?,./\ . Your Password must be between ten (10) and forty (40) characters and must contain at least one number, one uppercase letter, one lowercase letter, and one special character. Passwords cannot contain leading or trailing blanks. Your Password is case sensitive, meaning that capital letters are distinct from lower case letters. We may require you to change your Password periodically to enhance security.

### External Transfers

Micro Deposits - By agreeing to utilize our External Transfer Service, you are authorizing Southwest National Bank to verify each External Account through the use of Micro Deposits, in which two low value payments will be credited to the External Account. Sometimes, a low value payment will both be credited and debited from the External Account. The Micro Deposit will always occur before the Micro Debits, and the total amount of the Micro Debits will always be equal to the total amount of the Micro Deposits. We will ask you to verify the amount of each deposit made into the External Account. You are required to verify these deposits within 14 days of receiving them, or you will be required to submit a new request.

Transfer Limitations - You may use the External Transfer Service to transfer funds to or from an eligible Southwest National Bank account and an account held by you at another US financial institution. Transfers may be scheduled to occur one time, for a future date, or on a specific recurring basis. You may not make transfers in excess of the limits defined in this agreement. We may from time to time make available additional or new features to the service, including but not limited to, a higher dollar limit service. We also reserve the right to suspend or restrict access to use the External Transfer Service immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss.

#### External Transfer Incoming/Outgoing Limits\*

Daily Limit	\$500.00
Monthly Limit	\$700.00

\*limits are adjustable based on account review

Initiating and Scheduling Transfers - The cut off time for next business day transfers is 3:30 pm. Any transfer initiated after the applicable cut off time will be considered as being initiated on the next business day. Transfers are subject to additional verification prior to processing. Transfers can be scheduled on either a one time or recurring basis. Processing of one time transfers may be initiated immediately and the funds will be deposited next business day or scheduled for initiation on a future date. Recurring transfers may be used when a set amount is transferred at regular intervals.

Unlawful or Prohibited Use - You warrant to us that you will not use this service for any purpose that is unlawful or not permitted, expressly or implicitly, by the terms of this agreement or by any applicable law or regulation. You further warrant and represent that you will not use this service in any manner that could damage, disable, overburden, or impair the service or interfere with any other party's use of

the service. All transfers are subject to applicable rules and regulations governing the relevant accounts or transactions, whether held at Southwest National Bank or elsewhere. You agree not to affect any transfer from or to an account that is not allowed, under the rules and regulations applicable to such accounts. We may, at any time, decline any transfer that we believe may violate applicable law, or where there are not sufficient funds in your account to affect any requested transfer. We may modify or discontinue the Service or your use of some or all accounts within the service, with or without notice, without liability to you, any other user or any third-party. In the event of suspension you may request reinstatement of the service by contacting our Online Banking Department at 316-291-5201. We reserve the right to grant or deny reinstatement of the service.

Online Bill Pay - You may use your PC or mobile device such as a cell phone, PDA, or any other wireless device to electronically schedule payments with the Service. Payments are posted against your balance available for withdrawal, as defined in the Bank's Funds Availability Policy contained within the Account Terms and Conditions. You must enroll in Online Bill Pay and accept the Terms and Conditions related to that separate product. However, you will use your Online Banking Login ID and Password to access Online Bill Pay.

I understand that payments may take up to 10 business days to reach the vendor and that they will be sent either electronically or by check. My financial institution is not liable for any service fees or late charges levied against me. I also understand that I am responsible for any loss or penalty that I may incur due to lack of sufficient funds or other conditions that may prevent the withdrawal of funds from my account.

If you do not make a bill payment within any 90-day period, you may be subject to deactivation from the Online Bill Pay service. Should you be deactivated from Online Bill Pay, all bills scheduled for payment after your deactivation will be lost.

Termination - If you want to terminate your access to the Services, call us at (316) 291-5303. Please allow three business days to terminate your Online Bill Pay enrollment. We reserve the right to terminate the Services, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated attempts to enter an incorrect User ID or Password as an indication of attempted security breach. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

Entire Agreement - This Agreement, together with the Account Terms and Conditions, constitutes the entire agreement between you and Southwest National Bank.

### **Bill Pay**

The Bill payment online service enables you to set up recurring payments, make one time payments and track your payments to individual payees. No need to write checks and go to the post office. You can do this right from your home or office.

### **ELECTRONIC BILL PAYMENT AUTHORIZATION**

I AUTHORIZE my Financial Institution to post payment transactions generated by PC or mobile device such as a cell phone, PDA, or any other wireless device from the Bill Paying Service to the account indicated on the form being sent electronically. I understand that I am in full control of my account and that my 100% satisfaction is unconditionally guaranteed. If at any time I decide to discontinue service, I will provide written notification to Southwest National Bank. My use of the Bill Paying Service signifies that I have read the terms and conditions of the Online Banking Disclosure and Agreement which have been provided to me electronically by Southwest National Bank.

I UNDERSTAND that payments may take up to 5 business days to reach the vendor and that they will be sent either electronically or by check. Southwest National Bank is not liable for any service fees or late charges levied against me.

I UNDERSTAND that I am responsible for any loss or penalty (\$) that I may incur due to the lack of sufficient funds or other conditions that may prevent the withdrawal of funds from my account.

By clicking "OK", I agree to these terms, and the terms of the Electronic Bill Payment Agreement and Disclosure which have been provided to me electronically by Southwest National Bank.

Note: The Disclaimer can pertain to pricing, processing of payments and any other related issues to the Bill Payment Service.

You and anyone else you authorize to access or use the Mobile Bill Payment Service must abide by the Financial Institution's rules, regulations, policies and procedures, including any amendments made from time to time of which, if required, you will be informed thirty (30) days before they take effect, unless the law requires or permits that they become effective sooner.

### **ACH Disclosure**

If at any time you initiate a rush payment, you are also agreeing to accept the fee associated with this service. The amount of that fee will be disclosed to you at that time. This fee will be separate from the expedited transaction and will be charged directly to your current bill pay account.

## **Text Banking**

### **SUMMARY OF TERMS**

By entering your phone number you acknowledge that you agree to the terms of service and are subscribed until you send STOP to Southwest National Text Banking, provided by Q2ebanking. Southwest National Text Banking works with: Alltel, AT&T, Boost Mobile, Cincinnati Bell, Sprint PCS, T-

Mobile, U.S. Cellular, Virgin Mobile USA, and Verizon Wireless but is not compatible with all handsets. Receive banking account alerts. Receive 1 message per query. Msg & Data rates may apply. I confirm that I hold the account corresponding to the mobile phone number I have entered, or that I have the account holder's permission to use this service. For help, send HELP to 226563. To cancel, text STOP to 226563 at anytime. For support call 316.291.5201.

Send text commands to 226563. The following commands are available:

#### Text Command Actions

BALorBAL <account nickname> – Receive account balance (If no account nickname is included, the balances of all enabled accounts will be listed)

HIST<account nickname> – Receive account history (the default is set to the recommended 10 transactions)

XFER<from account nickname> <to account nickname> – Transfer funds between accounts

LIST –Receive a list of available text commands

HELP –Receive a list of contact points for information on text banking

STOP – Stop all text messages to the mobile device

#### **SMS Terms and Conditions**

Southwest National Text Banking - 226563

#### **Program Description**

Southwest National Text Banking allows our customers to opt-in to receive information about products from Southwest National Text Banking.

#### **Supported Carriers**

Alltel, AT&T, Boost Mobile, Cincinnati Bell, Sprint PCS, T-Mobile, U.S. Cellular, Virgin Mobile USA, and Verizon Wireless but is not compatible with all handsets. There are no premium charges using Southwest National Text Banking. Message and data rates may apply.

#### **Message Frequency**

Subscribers to Southwest National Text Banking will receive one message per query.

#### **How to opt-out**

To opt-out of Southwest National Text Banking, reply STOP to 226563. An unsubscribe message will be sent to your number confirming the cancellation, but no more messages will be sent after that one.

**Support/Help**

For support or information about Southwest National Text Banking, reply HELP to 226563. To receive a list of available text banking commands, reply LIST to 226563. Optionally, you may call 316-291-5201.

**Privacy Policy**

Southwest National Text Banking 's top priority is the privacy of our users. The following is provided to address any concerns you may have.

Southwest National Text Banking will never, under any circumstances, sell or distribute your cell phone number to third parties or Southwest National Text Banking clients for whom you have not approved.

Southwest National Text Banking will never directly market to you any services for which you have not opted in, either by cell phone, text message or email.

Southwest National Text Banking will never distribute any personal information about you, including your phone number, name, billing information or any other piece of identifying information.

If you have any questions, please call the Online Banking Department at 316-291-5201.