

## Southwest National Bank's Online Banking

### Agreement and Disclosure

#### Online Banking Service Terms and Use

This Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of Online Banking ("Service"). It also describes the rights and obligations of Southwest National Bank ("Bank," or "us"). Please read this Agreement carefully.

By requesting and using the Service, you agree to comply with the terms and conditions of this Agreement. These are the terms and conditions governing the use of Southwest National Bank's Website, MyBankNow mobile app, Online Banking and all online services collectively ("Services"). In this Agreement, "Customer," "You," "Your," and "User" refer to the person(s) subscribing to the Service or using the Services.

These terms and conditions are in addition to those that apply to accounts with Southwest National Bank, and which are set out in the Truth in Savings Disclosures and Deposit Account Agreement. Such disclosures are provided at account opening and are also available on our website at [www.southwestnb.com](http://www.southwestnb.com). Copies can also be provided upon request at any Southwest National Bank location.

#### DESCRIPTION OF SERVICE

You may use a Personal Computer ("PC") through an Internet connection or a mobile device such as a cell phone, or any other wireless device to obtain account balances and transaction information. You may use the Service to view the balance in your account, make transfers or loan payments, pay bills, and much more. You may also use your PC or a mobile device such as a cell phone, or any other wireless device to view completed transactions on your accounts and to transfer money between your accounts. Account transfer limitation may apply to certain account types per federal regulations, all as more fully set out in the Truth in Savings Disclosures and Deposit Account Agreement. In addition, you may use your PC or a mobile device such as a cell phone, 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 merchants or individuals. Please note: There must be sufficient funds in the account to complete transfers.

#### WEBSITE

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 rules and regulations. From time to time, we may revise these terms and conditions.

Copyright in the images, web pages, text, and screens, appearing on 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.

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.

## RESTRICTIONS

Enrollment into the Service is restricted to Southwest National Bank customers residing in the United States. When an enrollment for Online Banking is received, the request will be verified to confirm: (a) the customer has signatory authority over the accounts listed on the enrollment form, (b) the accounts have been maintained in a satisfactory manner and (c) the accounts have online rights. In addition, the customer's name, address, date of birth, social security number, account number(s) and other identifying information will be verified against the customer's identifying information on the Bank's core system. Upon approval of the registration, the customer will receive an email with login instructions. During the customer's initial login, they must receive a Secure Access Code by email, voice call or SMS message. If after a minimum of 30 but no more than 60 days since the Online Banking approval, the customer has not successfully logged in, their online profile will be removed. The customer would then be required to re-enroll to participate in the Service. After the initial login occurs, the online profile must be accessed at least once every 6 months to keep the Service active. If the online account becomes inactive or removed, a new enrollment process will be required for reentry into the Service.

## SECURITY PROCEDURES

By accessing the Services, you hereby acknowledge that you will be entering a protected Internet website owned by the Bank, which may be used only for authorized purposes. You agree to access the Services utilizing the security procedures described herein. You have read and understand those procedures, including without limitation the procedures described below in the section, "*Username and Password.*" You agree that these security procedures are commercially reasonable.

Any transactions that are initiated through the Services and which are completed by us in accordance with these security procedures, whether or not authorized by you, shall be treated as your authorized transaction. We reserve the right to implement additional security procedures, such as but not limited to limiting the frequency and dollar amount of transactions from your Accounts for security reasons. You agrees that your continued use of any such changed security procedures evidences your agreement to, and acceptance of, the commercial reasonableness of such changed procedures.

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 access to Services or 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 poses other risks.

## 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, 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, 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 on their PC or mobile device such as a cell phone, 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 of a compromise to the user's computer system and username 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.

#### INDEMNIFICATION

You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third-party claim, demand, suit, action or other proceeding and any expenses related to the Service or Services.

#### 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. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. We recommend consumers regularly monitor their equipment to ensure it has the most current or up-to-date anti-virus software. This is essential as vulnerabilities in equipment or applications are constantly being discovered and manufacturers regularly produce security patches for consumers to install to address those vulnerabilities. Please visit the Security Center under Resources tab on our website to get more information about safeguarding your home network, computers or devices.

#### ELECTRONIC MAIL (EMAIL)

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.

Email transmissions are not secure. We advise you not to send us or ask for sensitive information such as account numbers, passwords, account information, etc. using any general or public email system. Requests for password resets or requests to unlock the online account will not be conducted by email or completed through email. Additional verification is required before such request can be fulfilled.

#### CHANGES AND MODIFICATIONS

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 no 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. Your continued use of the Services following the effective date of any notice referenced in this paragraph shall constitute your agreement to the related change or amendment.

#### 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.

#### 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 these services, after such new services become available, you agree to be bound by the terms contained in any revised Agreement.

#### THIRD PARTIES

We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider, by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access Online Banking or related Services.

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 Website 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.

#### AUTHORIZATION TO OBTAIN INFORMATION

You agree that we may obtain and review your credit report from a credit bureau or similar entity, account information reports, verification of employment and other information we may need in connection with your Accounts and the Services at any time.

#### 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.

#### 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. The Bank offers the benefits and convenience of the Services for free. Connectivity and usage rates from your wireless service provider may apply when using your mobile device. Contact your wireless service provider for more details.

Service charges for maintaining accounts and for special services are set forth in the Truth in Savings Disclosures 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.

## BUSINESS ACCOUNTS

### **TERMS UNDER THIS HEADING ARE APPLICABLE ONLY TO COMMERCIAL DEPOSIT ACCOUNTS WITH THE BANK, AND ARE NOT APPLICABLE TO CONSUMER ACCOUNTS**

If your Account is a commercial deposit account that is not primarily for personal or household purposes, you (referred to herein as, the “Business”) hereby release Southwest National Bank from, and Business shall indemnify, defend and hold harmless Southwest National Bank, its employees, officers and directors, against and with respect to any and all loss, liability, expense and damage, including consequential special and punitive damages, attorneys’ fees and other litigation costs, directly or indirectly resulting from:

- Any unauthorized individual obtaining the password of the company.
- Any unauthorized transaction or unauthorized receipt of information in connection with any use of the Service whether by authorized or unauthorized personnel.
- Any loss to the Business resulting from any unauthorized use of or any transaction made by the use of the Online Bill Pay Service, if such Service is later requested by the Business.

## USERNAME AND PASSWORD

Each individual with access to Online Banking, including each individual named on joint accounts, must have a unique Username and Password. Your Username must be between six (6) and twenty (20) characters in length. It may contain letters, numbers or any of the following special characters: `~!@#\$\$%^&\*()\_+-=}{|[]:”’<>?,.,\.

Your Password must be between ten (10) and forty (40) characters and must contain the following:

- At least one number,
- one uppercase letter,
- one lowercase letter, and
- one special character.

Passwords cannot contain apostrophes or leading/trailing blanks. Your Password is case sensitive, meaning that capital letters are distinct from lowercase letters. We may require you to change your Password periodically to enhance security.

You are responsible for keeping your Username and Password information confidential. In order to protect yourself against fraud, you agree to adhere to the following guidelines:

- You will not give out your account information, Username, or Password;
- You will not leave your PC unattended while you are in the Bank’s Online Banking site;

- You will not leave your account information unattended;
- You will not send account information using any public or general email system.

Unless you notify us as provided in this Agreement, you acknowledge that we are entitled to rely on the use of your Password as your authorization for any transactions through the Service. You are responsible for all Transactions you initiate or authorize using the Service. If you permit any other person to use the Service or your Password or other means to access your account, you will have authorized that person to access your Accounts and you are solely responsible for any Transactions that person initiates or authorizes from your Accounts.

If you believe your Password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank immediately at (800) 747-5303 or direct to Online Banking Support at (316) 291-5201.

#### LIMITATIONS OF SERVICES

You can use the Service 7 days a week, 24 hours a day. There may be times, however, when all or part of the Service is temporarily unavailable due to system outages, maintenance or technical difficulties, including those of the Internet service provider or software provider. We may suspend some or all of the Services immediately, if we believe the security of the Service or Services have been compromised, or we question the legality of any transaction. We assume no responsibility for any damage or delay that may result from such unavailability.

When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. The Services can have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, immediately and at any time without prior notice to you.

#### EXTERNAL TRANSFER SERVICE

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. 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 deposits will 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.

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. You are responsible for canceling or discontinuing scheduled transfers. The Bank is also authorized to cancel transfers whenever it is deemed necessary.

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.*

The cutoff time for next business day transfers is 3:30 PM CST. Any transfer initiated after the applicable cutoff 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.

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 Support at (316) 291-5201. We reserve the right to grant or deny reinstatement of the Service.

#### BILL PAY SERVICE

The Bill Pay Service enables you to use your Internet-enabled device to direct payments from your designated account as recurring payments or one-time payments to the payees you establish.

You may use your PC or mobile device such as a cell phone, or any other wireless device to electronically schedule payments with the Service. All payments you make will be deducted from the checking account that you designate as your Bill Pay account for the Service. We reserve the right to restrict types of payees to whom payment may be made using the Service from time to time.

You understand that payments are not guaranteed and may take up to (7) business days to reach the payee and will be sent either electronically or by check. The Bank is not liable for any service fees or late charges levied against you. You also understand that you are responsible for any loss or penalty that you may incur due to lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account.

Payments must be changed or canceled using the Service prior to 3:00 PM CST on the scheduled process date. Once a payment is processed, you can request the Bank cancel the payment, but the request must be made the business day after the scheduled process date. This request must be made by 11:30 AM CST for check payments and 3:00 PM CST for electronic payments.

If you do not make a bill payment within any six month 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.

You authorize the Bank to post payment transactions generated by PC or mobile device such as a cell phone, or any other wireless device from the Bill Pay Service to the account indicated through the Service. You agree that you are in full control of your account for purposes of initiating transactions through the Bill Pay Service. If, at any time, you decide to discontinue the Service, you will provide written notification to Southwest National Bank. See the TERMINATION section for more details.

You and anyone else you authorize to access or use the Bill Pay Service must abide by the Bank'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.

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

By enrolling for Text Banking, you acknowledge that you agree to the terms of Service and are subscribed until you send STOP to Southwest National Text Banking. Access to Southwest National Bank's Online Banking is required for enrollment into Text Banking. A full list of text command actions are available on our website at [www.southwestnb.com](http://www.southwestnb.com).

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

#### ELECTRONIC FUNDS TRANSFER PROVISIONS FOR CONSUMERS

**THE PROVISIONS UNDER THIS HEADING ARE APPLICABLE ONLY TO ONLINE ELECTRONIC FUNDS TRANSFERS WHICH CREDIT OR DEBIT A CONSUMER'S CHECKING, SAVINGS OR OTHER ASSET ACCOUNT AND WHICH ARE SUBJECT TO THE FEDERAL RESERVE BOARD'S REGULATION E (AN "EFT").**

When applicable, the Bank may rely on any exceptions to these provisions which are contained in Regulation E. All terms that are not defined in this Agreement, but which are defined in Regulation E shall have the same meaning when used in this section.

**Tell us AT ONCE if you believe your password or other means of accessing your Account has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable).**

- If you tell us within two (2) business days after you learn of the loss or theft of your password or other means of accessing your Account, you can lose no more than \$50 if someone used your

password or accessed device without your permission.

- If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password or other means of accessing your Account, and we can prove we could have stopped someone from using your password to access device without your permission if you had told us, you could lose as much as \$500.
- If your statement shows transfers that you did not make, including those made by the Services or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not get back any money in your account (including your maximum overdraft line of credit, if applicable) that you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

In case of errors or questions about your electronic funds transfers, call us at: (319) 291-5201, (316) 291-5303, or (800) 747-5303 or write to: Southwest National Bank P.O. Box 1401 Wichita, KS 67201-1401 or email us at: [online.banking@southwestnb.com](mailto:online.banking@southwestnb.com).

#### TERMINATION

If you want to terminate your access to any of the Services, call Online Banking Support at: (316) 291-5201, write to: Southwest National Bank P.O. Box 1401 Wichita, KS 67201-1401 or email us at: [online.banking@southwestnb.com](mailto:online.banking@southwestnb.com). Please allow three business days to terminate your Online Banking 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 Username 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.

#### CUSTOMER SUPPORT

If you have a question about a service transaction, believe your Username or Password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at: (319) 291-5201, (316) 291-5303, or (800) 747-5303, write to: Southwest National Bank P.O. Box 1401 Wichita, KS 67201-1401 or email us at: [online.banking@southwestnb.com](mailto:online.banking@southwestnb.com).

For all other questions regarding the Services or any of Southwest National Bank's Anywhere Banking Tools, please contact Online Banking Support (316) 291-5201. Hours of support are Monday through Friday from 8:00 AM to 5:00 PM CST or visit us at [www.southwestnb.com](http://www.southwestnb.com).

#### CUSTOMER ACKNOWLEDGMENT

This Agreement, in conjunction with the Truth in Savings Disclosures and Deposit Account Agreement, constitutes the entire agreement between you and Southwest National Bank. By accepting, you agree to the terms and conditions set forth herein and in the Truth in Savings Disclosures and Deposit Account Agreement.