

Online Banking Disclosure

October 9, 2017

You MUST read through this agreement and accept it by clicking at the end before you can access Bank of Commerce's Online Banking.

1. The Service.

In consideration of the use of the Online Banking Service ("Service") to be provided to Customer by Bank of Commerce ("BANK"), as described herein and as amended from time to time in information distributed by BANK to its customers, Customer agrees to the terms of this Agreement. In this Agreement, "Customer" or "you" refers to the person(s) subscribing to or using the Services. You may use a Personal Computer ("PC") through an Internet connection to obtain account balances and transaction information. You may also use your PC to obtain paper statements and notices on your accounts and to transfer money between your accounts. However, transfers from your savings and Money Market accounts are considered pre-authorized transfers, and are subject to transaction restrictions as described in the account agreement. Electronic statements and notices ("Electronic Documents") enrollment is also a feature of the Service. In addition, you may use your PC to electronically direct us to make Bill Payments ("Bill Payments") from your account to third parties ("Payees") that you have selected to receive payment through the Service. The "Account" means your designated Bill Payment account at BANK from which we make Bill Payments or transfers on your behalf pursuant to this Agreement.

2. Your ACCESS ID/Username and PASSWORD.

Each individual who has access to Online Banking, including each individual named on joint accounts, must designate a Personal Identification Number ("PASSWORD"). A temporary ACCESS ID/Username and PASSWORD will be assigned to you. Upon initial access to Online Banking you will be required to change both the ACCESS ID/Username and PASSWORD. While your ACCESS ID/Username can remain unchanged, you are encouraged to change your PASSWORD regularly for security purposes.

You are responsible for keeping your ACCESS ID/Username and PASSWORD information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines.

- Do not give out your account information, Password or Access ID/Username;
- Do not leave your PC unattended while you are in the Bank's Online Banking site;
- Do not allow your Internet browser to store your Online Banking Access ID/Username or Password;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) via any public or general e-mail system.
- Keep PC operating system current by installing regular updates.
- Keep security software (i.e. Anti-Virus and Anti-Spyware) current and operating properly on your PC.

No Bank employee, nor company affiliated with the Bank, will contact you via email, phone or mail requesting your Online Banking ACCESS ID/Username or PASSWORD. If you are contacted by anyone requesting this information you should contact the BANK immediately. If you give this information out via email, phone or mail, you should respond as if your PASSWORD has been lost or stolen.

3. Scheduling and Delivery of Bill Payments.

You may choose to add Bill Payment and use your PC 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. You may schedule payments to be processed on the current business day, on a future date, or on the same date of each month, subject to the restrictions in the Agreement. Although you can enter payment information through the Service twenty-four (24) hours a day, seven (7) days a week, payments can be initiated only on business days. We may remit your payments by mailing your Payee a check, by electronic funds transfer, including ACH (Automated Clearing House) or by other means. If payment is made via ACH the funds will be deducted from your Account on the business day on which a payment is to be processed. This date is referred to in this Agreement as the "Processing Date." If you direct the processing of a payment to occur on a day other than a business day, it will be processed on the previous business day. If payment is made via check the funds will be deducted from your Account when the check is presented to the bank for posting. Because of the time it takes to send your payment to the Payee, your Payees generally will not receive payment on the Transaction Date. This applies regardless of whether the payment is a next-day payment, a future payment, or a recurring payment, as described below. Therefore, in order to provide sufficient time for payments to be received by your Payees, the Processing Date should be at least five (5) days prior to the date your payment is due, excluding any applicable grace periods (the "Due Date"). The Bill Payment offers a calendar that identifies processing dates and subsequent delivery by dates for your convenience. It is helpful if you allow additional time for a payment to be completed the first time you send a payment to a Payee through the Service. This allows the Payee to adjust to the new form of payment. Payments must be scheduled by 4 p.m. (CST) on any business day in order for the payment to be processed for that business day.

4. Your Bill Payment Payee List.

You may include all utility companies, merchants, financial institutions, insurance companies, individuals, etc. whom you wish to pay through the Bill Payment service. You must include a complete mailing address and telephone number for each payee and your account number with each Payee. We reserve the right to decline to make payments to any person and entity.

5. Scheduling and Delivery of Transfers.

You may schedule an express transfer or a scheduled transfer for the current business day, on a future date, or as a recurring transfer. An express transfer will memo post to your account immediately. A scheduled transfer must be scheduled by 4 p.m. (CST) on any business day in order for the transaction to be completed on that business day.

6. Our Liability for Failure to Complete Transactions.

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, we may be liable for some of your losses or damages. However, we will not be liable:

- a. if, through no fault of ours, you do not have enough money in your Account to make the transfer;
- b. if the money in your Account is subject to a dispute, legal process or other encumbrance restricting transfer;
- c. if the transfer would go over the limit on your overdraft protection (if any);
- d. if the system was not working properly when you started the transfer;
- e. if circumstances beyond our control (such as fire, flood, systems failure or an Act of God) prevent the transfer, despite reasonable precautions that we have taken, or
- f. if the Payee mishandles or delays handling payments sent by us.

7. Canceling Transfers & Bill Payments.

You may cancel a transfer between your accounts up to 1 p.m. (CST) on the Transaction Date by calling the Bank at (620)431-1400. You may cancel a Bill Payment that is made by ACH by 11 a.m. (CST) the day following the processed date by calling the Bank at (620)431-1400. You may cancel a Bill Payment that is made by check by placing a stop payment on the check. There may be a stop payment fee assessed.

8. Statements.

All payments, transfers, and/or fees made with the Service will appear on your monthly Account statement. The Payee name, payment amount, and date of the payment will be shown for each payment made through the Service during that statement cycle.

9. Electronic Documents.

You may enroll in Electronic Document Delivery for account statements and notices. If enrolled in this service, the email account on file will be notified by a Notice email stating that the electronic statement or notice is available. The customer will log into the Service to view, print, or archive the statement or notice. The customer can un-enroll in Electronic Document Delivery by contacting the Bank at (620)431-1400. There is no fee to un-enroll. A paper statement or notice can be requested by contacting the Bank at (620)431-1400 or visiting any bank location. Fees, if any for paper statements or notices will be charged as disclosed on the applicable Fee Schedule in effect at the time the request is made.

10. Fees.

Fees for the Service shall be payable in accordance with a schedule of charges as established and amended by the BANK from time to time. Charges shall be automatically deducted from Customer's Account, and BANK shall provide to Customer monthly notice of such debit(s) on your statement.

11. Equipment.

You are solely responsible for the equipment you use to access the Service (including, your personal computer and any software you may need to access the Internet). We are not responsible for errors or delays or your inability to access the Service caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the Service, nor are we responsible, under any circumstances, for any damage to your equipment or the data residing thereon. You are solely responsible to install and keep current security software to protect your equipment and prevent theft of information. From time to time the list of current software requirements to access the Service will be updated by the Bank. The qualified web browsers are as follows: Apple Safari 9.0 or higher, Google Chrome, Microsoft Edge, Microsoft IE 11.0 or higher, and Mozilla Firefox. To utilize the Electronic Document Delivery you will need the current version of Adobe installed.

12. Business Days/Hours of Operation.

Our business days are, Monday through Friday, 8:30 a.m.-5:00 p.m. (CST), except bank holidays. Although payments and transfers can be completed only on business days, the Service is available 24 hours a day, seven days a week, except during maintenance periods, for the scheduling of payment orders and transfers.

13. Notice of Your Rights and Liabilities.

Security of your transactions is important to us. Use of the Service requires a PASSWORD. If you lose or forget your PASSWORD, please call (620)431-1400 during normal business hours listed above. We may accept as authentic any instructions given to us through the use of your PASSWORD. **You agree to keep your PASSWORD secret and to notify us immediately if your PASSWORD is lost or stolen or if you believe someone else has discovered your PASSWORD.** You agree that if you give your PASSWORD or allow it to be given to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use the Service. The Online Banking Service enables you to change your PASSWORD and we encourage you do so regularly. We may be liable for certain security breaches to the extent required by applicable law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. We reserve the right to (1) monitor and/or record all communications and activity related to the Service, and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you). You agree that our records will be final and

conclusive as to all questions concerning whether or not your PASSWORD was used in connection with a particular transaction. If any unauthorized use of your PASSWORD occurs you agree to (1) cooperate fully with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator, and (2) provide any assistance requested by us in recovering any unauthorized transfer of funds.

Notifying us AT ONCE, if you believe your PASSWORD has been lost or stolen, is the best way of reducing your potential liability. You could lose all the money in your account (plus your overdraft limit). If you tell us within four (4) business days, you can lose no more than \$50. If you do NOT tell us within four (4) business days after you learn of the loss or theft of your PASSWORD and we can demonstrate that we could have prevented the unauthorized use of your PASSWORD if you had told us, you could lose as much as \$300. Also, if your statement shows transfers that you did not make you must, tell us immediately. If you do not tell us within sixty (60) days after we make available to you the first statement containing the problem or error, you may not get back any money you lost after the sixty (60) days if we can demonstrate that we could have prevented the unauthorized transaction if you had told us in a timely fashion. If you believe your PASSWORD has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (620)431-1400 during normal business hours listed above. **WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.**

14. Error and Questions.

In case of errors or questions about your electronic transactions, telephone us at (620)431-1400, 8:30 a.m.–5:00 p.m. (CST), Monday through Friday, except bank holidays, or write us at:

Bank of Commerce
Attention: Online Banking
PO Box 538
Chanute, KS 66720

You must contact the BANK if you believe your statement is wrong, or if you need more information about a transaction listed on your statement. You will need to:

- a. tell us your name and Account number (if any);
- b. describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- c. tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account) to investigate your complaint or questions. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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 and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before the account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

15. Disclosure of Account Information to Third Parties.

We may disclose information to third parties about your Account or the transactions you make:

- a. where it is necessary for completing transactions;
- b. in order to verify the existence and condition of your Account for a third party, such as a credit bureau or a merchant;
- c. in order to comply with government agency or court orders;
- d. as described in our privacy policy disclosure, provided separately.

16. Authorization to Obtain Information.

You agree that we may obtain and review your credit report from a credit bureau or similar entity. You also agree that we may obtain information regarding your account with any Payee in order to facilitate proper handling and crediting of your payments.

17. Termination.

If you want to terminate your access to the Service, call us at (620)431-1400. After receipt of your call, we will send a written termination authorization for your signature and return to us. Upon receipt by the BANK of the authorization to terminate the Service signed by you, we will terminate the Service. **RECURRING TRANSFERS BETWEEN ACCOUNTS WILL NOT NECESSARILY BE DISCONTINUED BECAUSE YOU TERMINATE ACCESS TO THE SERVICE. IF YOU WANT TO TERMINATE RECURRING TRANSFERS BETWEEN ACCOUNTS YOU MUST SPECIFICALLY STATE ON THE TERMINATION AUTHORIZATION THAT YOU WANT ALL RECURRING TRANSFERS TO CEASE.**

We reserve the right to terminate the Service, in whole or in part, at any time with or without cause and without prior written notice. 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 Service 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 incorrect attempts to enter your PASSWORD as an indication of an attempted security breach. Termination of the Service does not affect your obligations under this Agreement with respect to occurrences before termination.

18. Limitation of Liability.

Except as otherwise provided in this Agreement or by law, we are not liable for any loss, injury, or damage, whether direct, indirect, special, incidental or consequential, caused by the Service or the use thereof or arising in any way out of the use of the Service, including but not limited to any damage to your equipment.

19. Waivers.

No waiver of the terms of this Agreement will be effective unless in writing and signed by an authorized officer of the BANK.

20. Assignment.

You may not transfer or assign your rights or duties under this Agreement.

21. Governing Law.

The laws of the state of Kansas shall govern this Agreement and all transactions hereunder. Customer acknowledges that he/she has reviewed this Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.

22. Amendments.

We can change a term or condition of this Agreement by mailing or delivering to you a written notice at least thirty (30) days before the effective date of any such change. 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 if practicable, 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 the Account records, or the e-mail address which you authorized to receive such notices and/or disclosures.

23. Indemnification.

Customer, in consideration of being allowed access to the Service, agrees to indemnify and hold the BANK harmless for any losses or damages to the BANK resulting from the Customer's use of the Services, to the fullest extent allowed by applicable law.

24. Security Procedures.

By accessing the Service, you hereby acknowledge that you will be entering a protected web site owned by the BANK, which may be used only for authorized purposes. The BANK may monitor and audit usage of the Service, and all persons are hereby notified that use of the Service constitutes consent to such monitoring and auditing. Unauthorized attempts to up-load information and/or change information on these web sites are strictly prohibited and are subject to prosecution under state and federal law.

PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.