

Internet Banking Agreement

Welcome to First State Bank's Online Banking – FirstOnline

We've made signing up easy. To get the process started, please read the FirstOnline Online Banking Agreement below and continue by clicking on the "Accept" button.

First State Bank & Trust

FirstOnline ONLINE BANKING AGREEMENT

Agreement - This Agreement is a contract, which establishes the rules, which cover your electronic access to your accounts at First State Bank & Trust through FirstOnline. By using FirstOnline, you accept all the terms and conditions of this Agreement. Please read this Agreement carefully. The terms and conditions of the Deposit Agreement and General Deposit Account Disclosures for your First State Bank & Trust accounts as well as your other agreements with First State Bank & Trust, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

Except as otherwise required by law, rule, or regulation, we may change the terms of this Agreement at any time. When changes are made we will update this Agreement on the website. The website will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. As always, you may choose to accept or decline changes by continuing or discontinuing your use of First State Bank & Trust online services. Changes to fees or terms applicable to accounts are governed by the Agreement otherwise governing the applicable account. Notices unless otherwise required by applicable law, in the event that we are required to provide a notice or other communication to you in writing, that notice or other communication may be sent to you electronically to your internet address as reflected in our then current records.

This Agreement is also subject to applicable federal laws and the laws of the State of Kansas. 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. Any waiver (express or implied) by either party or any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and First State Bank & Trust's successors and assignees. Certain of the 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 Deposit Agreement, General Deposit Account Disclosures and the Guide to Products, Services and Fees; constitutes the entire Agreement between you and First State Bank & Trust with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

Definitions – The following are definitions as used in this Agreement:

You and your - refer to the accountholder authorized by First State Bank & Trust to use FirstOnline under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through FirstOnline.

Bank - First State Bank & Trust.

Account(s) - Your accounts at First State Bank & Trust.

Electronic funds transfers - ATM transactions, direct deposits, automated clearing house debits or credits, Point of Sale (POS) transactions, electronic check transactions, electronic bill payments and transfers to and from your First State Bank & Trust accounts using FirstOnline.

FirstOnline Services - The services provided pursuant to this Agreement.

Business days - Monday through Friday, excluding Federal Reserve Holidays.

Access - To use FirstOnline, you must have a checking, savings, certificate of deposit or loan account at First State Bank & Trust, access to Internet service, and an e-mail address. FirstOnline can be used to access only the First State Bank & Trust accounts, which you have been designated as an account owner. Access to your accounts through FirstOnline will be based upon the identification of users and authority levels specified in your account agreement. We undertake no obligation to monitor transactions through FirstOnline to determine that they are made on behalf of the accountholder.

FirstOnline Services - You can use FirstOnline to check the balance of your accounts, transfer funds between your accounts, make loan payments, view transaction history, view certain digitized transaction documents such as checks and account statement and place a stop payment on a check you have written.

Hours of Access - You can use FirstOnline seven days a week, twenty-four hours a day, although some or all FirstOnline services may not be available occasionally due to emergency or scheduled system maintenance.

Password Security – We require that you create at least a six-digit password that utilizes both alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down. You accept responsibility for the confidentiality and security of your password and agree to change your password if necessary.

Security - You understand the importance of your role in preventing misuse of your accounts through FirstOnline and you agree to promptly examine your paper/electronic statement for each of your First State Bank & Trust accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or

together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via FirstOnline is encrypted in an effort to provide transmission security and FirstOnline utilizes identification technology to verify that the sender and receiver of FirstOnline transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the FirstOnline 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 FirstOnline, or e-mail transmitted to and from us, will not be monitored or read by others.

Fees and Charges - There is no fee or charge to use FirstOnline. Fees covered under any other separately disclosed agreement in connection with your account(s) will continue to apply to your account(s). Fees are subject to change from time to time at the bank's discretion and notice will be provided to you as applicable by law. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of FirstOnline.

Posting of Transfers - Transfers initiated through FirstOnline before 6:00 p.m. on a business day are posted to your account the same day. Transfers completed after 6:00 p.m. on a business day, Saturday, Sunday or Federal Reserve Holiday, will be posted on the next business day. FirstOnline identifies transfers based upon the login ID of the user who made the electronic transfer.

Overdrafts - If your account has insufficient funds to perform electronic fund transfers you have requested for a given business day, then:

- a. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- b. Electronic fund transfers initiated through FirstOnline, which would result in an overdraft of your account, may, at our discretion, be cancelled;
- c. In the event the electronic fund transfers initiated through FirstOnline which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the Deposit Agreement and Guide to Products, Services and Fees.
- d. In the event the electronic fund transfers initiated through FirstOnline, which would result in an overdraft of your account, are cancelled, Insufficient Funds (NSF) charges may be assessed pursuant to the terms of the Deposit Agreement and Guide to Products, Services and Fees.

Limits on Amounts and Frequency of FirstOnline Transactions - The number of transfers from First State Bank & Trust accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable Deposit Agreement and General Deposit Account Disclosures 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. FirstOnline transfers are limited to the following amounts: \$1.00 to \$99,999.99.

Stop Payment Requests - You may use FirstOnline to stop payment on a check you have written. You may not use the service to stop payment or revoke the authorization of a preauthorized Electronic Funds Transfer. All stop

payment orders originated through the service are subject to applicable law and the Bank's usual rules and fees for such orders. You have the right to stop payment on any check drawn on your account that has not been paid or certified by the Bank. The Bank will send you a confirmation of each stop order that it receives from you, and each stop order will be effective for the period stated in the Bank's confirmation. Renewals must be in writing and may be made from time to time. In order to place a stop payment order, you must inform the Bank of (a) the name of the person who signed the check, (b) the name of the payee of the check, (c) the date and exact amount of the item, (d) the number of the check and (e) the number of the account on which the item was drawn. The Bank will not be responsible if the information you give is not correct or if you fail to give any other reasonable information regarding the item and stop payment cannot be completed. The Bank is entitled to a reasonable period of time in which to notify its employees after you give a stop payment order. Moreover, the Bank is not obligated to re-credit your account if it pays a check over a valid and timely stop order unless you are able to demonstrate that you would not have otherwise been obligated to pay the check. In that regard, you should be aware that a stop order does not relieve you of your obligation on a check that has been negotiated to a holder in due course. If the Bank re-credits your account after paying a check over a valid and timely stop order, you agree to transfer to the Bank all of your rights against the payee or other holder of the check, and to assist the Bank in any legal action it may later take against that person. Only the person who initiated the order may give a release or cancellation of a stop order. If the Bank complies with a stop order with respect to a check or other item drawn against your account, you agree to defend and hold the Bank harmless from and against any claims, demands, suits or other disputes resulting from or relating in any way to that stop order and to indemnify the Bank for the amount of any such claims, demands, suits or other disputes and any related costs and expenses, including attorneys' fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law. Stop payment orders generally are not permitted on cashier's checks, official checks, certified checks or bank money orders. You will incur stop payment charges as disclosed in the Guide to Products, Services and Fees for the applicable account.

Disclosure of Account Information - The Bank will disclose information to third parties about your account or the transfers you make:

1. When it is necessary for completing transfers; or
2. In order to verify the existence and conditions of your account for a third party, such as credit bureau or merchant; or
3. If required to comply with government agency or court orders; or
4. If you give the Bank your written permission.

Periodic Statements - Transfers to and from your accounts using FirstOnline will appear on the respective periodic paper/electronic statements for your First State Bank & Trust accounts.

In Case of Errors or Questions about Your Electronic Transfers - In case of errors or questions about your Electronic Transfers, telephone, write or e-mail us at the number or address shown in this disclosure statement as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. The Bank must hear from you no later than 60 days after it sent you the FIRST statement on which the problem or error appeared. When you notify the Bank, please be prepared with the following information:

1. Please tell the Bank your name and account number.
2. 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.
3. Tell the Bank the dollar amount of the suspected error.

If you tell the Bank orally, it may require that you send the Bank your complaint or question in writing within 10 business days. The Bank will determine whether an error occurred within 10 business days after the Bank hears from you and will correct any error promptly. If the Bank needs more time, however, it may take up to 45 days to investigate your complaint or question. If the Bank decides to do this, it will 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 the Bank to complete its investigation. If the Bank asks you to put your complaint or question in writing and the Bank does not receive it within 10 business days, the Bank may not credit your account. For errors involving new accounts, point of sale or foreign-initiated transactions, the Bank may take up to 90 days to investigate your complaint or questions. For new accounts, the Bank may take up to 20 business days to re-credit your account for the amount you think is in error. The Bank will tell you the results within three business days after completing its investigation. If the Bank decides that there was no error it will send you a written explanation. You may ask for copies of the documents that the Bank used in its investigation.

Our Liability for Failure to Make a Transfer - If the Bank does not complete a transfer to or from your account on time in the correct amount according to the Bank's agreement with you, the Bank will be liable for your losses or damages. However, there are some exceptions. The Bank will not be liable, for instance:

1. If, through no fault of the Bank, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the limit for any loan, credit line, overdraft transfer or automatic transfer arrangement set up to cover overdrafts.
3. If you are not in accordance with any term or condition applicable to the relevant FirstOnline service or account, or if you fail to abide by the terms set forth in this Agreement.
4. If any electronic terminal or telecommunication device malfunctions or is otherwise not working properly and/or prevents the utilization of the service.
5. If circumstances beyond the Bank's control, such as fire, flood, etc. prevent the transfer, despite reasonable precautions that the Bank has taken.
6. If a legal order directs us to prohibit withdrawals from the account.
7. If your account is closed, or if it has been frozen.
8. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
9. If you have not properly followed the instructions for using FirstOnline.
10. If we have reasonable cause not to honor for our protection or for your protection.
11. There may be other exceptions stated in the Bank's agreement with you.

Your Liability for Unauthorized Transfers - CONTACT US AT ONCE if you believe your password 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 to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any).

Also, if your paper/electronic statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper/electronic statement was mailed or made available to you, you may not get back any money you lost through transactions made after the 60 day time period 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 hospital stay) kept you from contacting us, we will extend the time period.

Disclaimer of Warranty and Limitation of Liability - 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 FirstOnline Services provided to you under this Agreement. We do not and cannot warrant that FirstOnline will operate without errors, or that any or all FirstOnline 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 FirstOnline; including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of First State Bank & Trust and its affiliates exceed the amounts paid by you for the services provided to you through FirstOnline.

Your Right to Terminate - You may cancel your FirstOnline service at any time by providing us with written notice by postal mail or fax. Your access to FirstOnline will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

Our Right to Terminate - You agree that we can terminate or limit your access to FirstOnline Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your First State Bank & Trust accounts. FirstOnline service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon 3 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
3. If you have not accessed the FirstOnline system during any consecutive three-month period of time.
4. Upon reasonable notice, for any other reason in our sole discretion.

Communications between First State Bank & Trust and You - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

E-mail - You can contact us by e-mail at customercontact@firststateks.com (Please note that banking transactions through FirstOnline are not made via e-mail.)

Telephone - You can contact us by telephone at (800)-463-7782.

Facsimile - You can contact us by fax at (913) 845-5100.

Postal Mail - You can write to us at: First State Bank & Trust, P.O. Box 219, Tonganoxie, KS 66086-0219.

In Person - You may visit us in person at any one of our locations listed on the bank's website: www.firststateks.com.

Consent to Electronic Delivery of Notices - You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the First State Bank & Trust FirstOnline website or by e-mail. You agree to notify us immediately of any change in your e-mail address.