

ONLINE BANKING AGREEMENT

This AGREEMENT governs the use of The Maries County Bank Online Banking Service and is made and entered into by and between The Maries County Bank where the Account(s) accessed through Online Banking are held ("Bank"), and each person who signs Bank's signature card for the Account, or is referenced on the Bank's records as an owner of the Account ("Customer"). Each customer is jointly and severally liable for all transactions initiated through The Maries County Bank Online Banking, including overdrafts, even if the customer did not participate in the transaction, which resulted in the transaction.

The Maries County Bank Online Banking is a Bank Service accessed through a computer and internet connection to connect with a database that allows you to view Account balance and transaction information, transfer funds among designated Accounts, pay bills, and to send electronic mail to the Bank.

The terms and conditions of any deposit Account agreement, rules, regulations, schedule, signature card, credit agreement, including any disclosures made pursuant to such agreements, or authority executed by or made available to Customer and any subsequent amendments to any of the foregoing, are incorporated herein by reference.

Some of the transactions permitted under this Agreement are governed by the Electronic Fund Transfer Act and some terms and conditions included in the Agreement are required by this Act.

Carefully read this entire agreement and keep a copy for your records. By submitting the enrollment form, you agree to the terms and conditions as set forth in this agreement. If you decide not to agree to the terms and conditions, you should exit this site.

The Maries County Bank may change the information or products mentioned on this site at any time without notice. Information about products and services are provided for informational purposes only.

While The Maries County Bank makes every effort to provide accurate information, it assumes no responsibility for accuracy. Some information provided to you through this website may contain technical or other inaccuracies or omissions, typographical errors, and may become outdated.

LIABILITY

Neither The Maries County Bank or affiliates, or any party involved in the creating, producing, or delivering of this site is liable for any direct or indirect, incidental, consequential, punitive or other damages of any kind after accessing this site. The Maries County Bank or the service providers will not be responsible for any direct or indirect, special, consequential, economic or other damages arising in any way due to the installation, use, or maintenance of the equipment, software, the online access service, or internet browser or access software. The Maries County Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage all of our customers to scan their computer with a reliable virus protection product to detect and remove any viruses.

DEFINITIONS

"We", "Us", "Our", or "MCB" – refers to the financial institution - The Maries County Bank and its branches and any agent, designee or assignee The Maries County Bank may involve in Online Banking.

"You" and "Your" – refers to the account holder (s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account.

"Account" or "Accounts" – refers to your accounts at The Maries County Bank.

"Business Day" – every day is a business day except for Saturdays, Sundays, and federal holidays

"Privacy Policy" – describes The Maries County Bank's information collection and disclosure policies. The Maries County Bank realizes that customer privacy is very important.

FEES FOR ONLINE BANKING SERVICE

The Maries County Bank offers the benefits and convenience of the Online Banking service to you free of charge. However, other normal fees and charges will be assessed at the rates published in The Maries County Bank's Fee Schedule.

These fees are subject to change. The Maries County Bank will notify you in writing regarding any fee changes at least thirty (30) days in advance of the effective date of these changes.

ACCESS TO ONLINE BANKING

You may access The Maries County Bank Online Banking service 24 hours a day, 7 days a week. To access the Online Banking service, you must have an account at MCB, access to internet service, an email address, an Access ID and a Password. Online Banking can only be used to access MCB accounts in which you are designated as an account owner or authorized signer. Access to your accounts through Online Banking will be based upon the identification of users and authority levels specified in your account agreement. If the accounts are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your Access ID and Password are authorized unless we have been notified to cancel the service. We undertake no obligation to monitor transactions through Online Banking to determine that they are made on behalf of the accountholder.

Access to MCB Online Banking requires the MCB Mobile App or an internet connected device with the following browsers.

- Internet Explorer 11 or higher
- Firefox 33 or higher
- Chrome 37 or higher

All electronic communications that we receive from you on The Maries County Bank website will be deemed valid, authentic, and binding obligations. You agree that these electronic communications will be the same as your written and signed paper communications, and shall be deemed for all purposes to have been signed and to constitute an original when printed from electronic files or records established and maintained in the normal course of business. You agree that electronic copies of communications are valid and you will not contest the validity of transactions.

USE OF YOUR ACCESS ID AND PASSWORD

You agree to keep your Access ID and Password confidential to prevent unauthorized access to your account. We recommend that you memorize your Access ID and Password. You agree to not give your Access ID and Password to any unauthorized persons. Your Password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, or names of children, and should not be written down. If you are logged in to the service, be sure to log off of the service and exit the browser when you leave the computer unattended. Your session will automatically be terminated after 15 minutes of inactivity. You agree to assume responsibility for all transactions up to the limits allowed by applicable law.

Password Guidelines: Passwords are the key to each Customer having a secure passage to their financial records. Passwords are issued by the financial institution and are issued in an expired state, so the Customer will be required to change any password provided by The Maries County Bank.

- The financial institution controls the minimum and maximum length of passwords. The shortest minimum allowed is 8 characters, and the longest maximum is 17 characters.
- We require passwords to contain a least one (1) alpha, one (1) upper case and (1) numeric character.
- The new Password cannot be similar to the last two old passwords or to the logon name.
- The Financial Institution DOES NOT have access to the Customer's personal password. The bookkeeping department of the financial institution has the ability to issue a new password in the event that a Customer has forgotten their current password or has been locked out due to three (3) invalid login attempts. As with the initial password, any password issued by the financial institution must be changed by the Customer at the next login.

CONSUMER LIABILITY

Tell us AT ONCE if you believe your password has been lost or stolen. Telephoning is the best way of keeping your losses down. You could lose all the money in your account (plus your maximum overdraft line of credit or your overdraft privilege). If you tell us within 2 business days, you can lose no more than \$50 if someone used your password without your permission. (If you believe your password has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your password without your permission.)

If you do NOT tell us within two business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

Contact us in the event of unauthorized transfer. 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, Contact Us immediately.

ERROR RESOLUTION NOTICE

Telephone us at (573) 422-3323 or write to us at The Maries County Bank, PO Box 203, Vienna, Missouri 65582, or email us at onlinesupport@mariescountybank.com as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name.
2. Describe the error or the 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 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 question. 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 this 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.

Please examine your statement promptly and immediately advise us of any errors. If no error is reported within sixty (60) days, the statement will be considered correct.

STATEMENTS

You will continue to receive your regular account statement.

TRANSACTIONS AVAILABLE THROUGH USE OF ONLINE BANKING

In addition to viewing account information, you may use Online Banking to conduct the following transactions:

- ❖ Transfer funds among your linked checking accounts, savings accounts, money market accounts, and line of credit accounts.

Note: Because regulations require MCB to limit pre-authorized transfers (including Online Banking transfers), the following limitations apply:

Passbook Savings Accounts – Transfers from a Passbook Savings Account to another account by pre-authorized, automatic, telephone transfer or Online Banking are limited to six per statement cycle.

Money Market Deposit Accounts – Transfers from a Money Market Deposit account to another account or to third parties by pre-authorized, automatic, telephone transfer, or Online Banking are limited to six per statement cycle.

It is our responsibility to process all transfers properly initiated through the Online Banking service in accordance with this Agreement and Disclosure. We will use our best efforts to comply with your instructions promptly and properly. However, The Maries County Bank shall incur no liability if we are unable to complete any requests, payments or transfers initiated by you because:

1. You have failed to provide the correct Access Id or Password.
2. The Online Banking processing center is not working properly.
3. Through no fault of ours, you do not have sufficient funds available in your account.
4. A legal order directs us to prohibit withdrawals from your account(s).
5. Your account has been closed or a hold has been placed on your account.
6. You, or anyone you allow, commits any fraud or violates any law or regulations.
7. The equipment, phone lines, or computer systems were not working properly or were temporarily unavailable.
8. You have not properly followed the instructions for operating the software or equipment.
9. Circumstances beyond our control (e.g., fire, flood, power outage, equipment or technical failure or breakdown) prevent the transaction despite reasonable precautions that we have taken.
10. You default under any agreement with us, or if you terminate this Agreement.

There may be other exceptions not specifically stated in this Agreement with you.

The account balances shown on Online Banking may not reflect your balance due to deposits that may be in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. The balance will show the most current as of date.

CANCELLATION OF ONLINE BANKING

Your Online Banking service could be cancelled at any time by The Maries County Bank without prior notice due to insufficient funds in an account or other circumstances that may create an unexpected liability to us.

CHANGES IN YOUR CUSTOMER INFORMATION

It is your responsibility to ensure that the personal information listed on the Online Banking site is correct and accurate. This information includes your name, address, phone number, email address, and account numbers. The Maries County Bank is not responsible for any errors or fees incurred by you if you do not provide us with the correct information.

ELECTRONIC MAIL

If you send The Maries County Bank an electronic mail message, The Maries County Bank will be deemed to have received it on the following business day. The Maries County Bank will have a reasonable time to act on your e-mail.

You should not rely on electronic mail if you need to communicate with The Maries County Bank immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur). You should call us at (573) 422-3323 or stop by one of our locations.

OTHER AGREEMENTS

In addition to this Agreement, you and The Maries County Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking service is your acknowledgement that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you opened your accounts at The Maries County Bank, including the charges or fees that may be imposed for stop payment orders, overdraft charges, etc.

MODIFICATIONS TO THIS AGREEMENT

The Maries County Bank may modify the terms and conditions applicable to the Online Banking Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Online Banking service in whole or in part at any time without prior notice.

INACTIVITY /TERMINATION

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the accounts which you access using electronic banking services. We can terminate your Online Banking privileges under this Agreement without notice to you for any

reason; or if you do not comply with the Agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the Online Banking services for any other reasons.

Please Note: If at any time you do not access the system for a period of more than 120 days, your Online Banking service will be automatically removed.

To cancel the Online Banking service, you must notify The Maries County Bank and provide your name, address, and the effective date to stop the service. You may notify us by one of the following methods:

1. By initiating a customer inquiry through the "Contact Us" link on our website.
2. By calling us at (573) 422-3323, 8:00 A.M. to 4:00 P.M. (Central Time) Monday through Thursday, 8:00 A.M. to 5:00 P.M. on Fridays, or 8:00 A.M. to 11:00 A.M. on Saturdays
3. By writing a letter and either sending it to the following address or giving it to a Personal Banker at any location:

The Maries County Bank
Attention: Online Banking Service
PO Box 203
Vienna, Missouri 65582

GOVERNING LAW

This Agreement is governed by the laws of the State of Missouri and applicable federal laws.

ELIGIBILITY FOR ONLINE BANKING SERVICES

The Online Banking Services are offered only to residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is *not offered to minors*. You understand that only the parent or legal guardian of a minor under the age of 18 has authority to access the Online Banking System, Mobile App, and any Online Banking Services, even if the account has been established on behalf of that minor. **Joint Owner's Note:** If a minor under the age of 18, named as an account owner, obtains access to your Login ID and Password and uses the Online Banking System, Mobile App, or Online Banking Services, you understand that you are responsible for all activity the minor initiates from or to any of your accounts, even if the minor exceeds your authorization. The joint account owner is responsible for the minor's actions regarding the use of all Online Banking Services and indemnifies and holds harmless The Maries County Bank from any such use.

The Maries County Bank will allow minors to have "**View Only Online Banking Access**" to accounts where they are one of the joint owners.

The safety and privacy protection of minors is very important to The Maries County Bank. Minors should always ask their parent or guardian for permission before sending personal information to anyone online.

ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT

Upon use of this Website, you accept the terms and conditions of this Agreement. This Agreement governs in addition to, but not limited to, your signature card, our "Understanding Your Deposit Accounts Agreement", "Electronic Funds Transfer Agreement and Disclosure", "Truth In Savings Disclosure", "Privacy Policy" and any loan agreement(s). If you do not agree with these terms, do not use this site. Use of this site by you or any person authorized by you indicates your agreement to these terms and conditions and any instructional material that we provide you regarding the services.

Last Revised: August 27, 2019

By submitting the enrollment form, you agree to the terms and conditions as set forth in this agreement.