

## **Country Club Bank Online Banking (Internet) Agreement**

### **1. The Service.**

In consideration of the use of the Online Banking Service ("Service") to be provided to Customer by Country club bank, ("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 represent and warrant that the owner(s) and authorized signer(s) on the Customer's account(s) are identical. BANK is not required to determine, even at the time you initiate the Service or at any other time during which this Agreement is in effect, that the account(s) have the same authorized signers.

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 statements 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 pre-authorized transfers are limited to six (6) per monthly statement cycle by federal regulations. 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. You may make payments through the use of the Bill Payment service to any business, professional, merchant, family member, or friend. 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 CODE and PASSWORD.**

Each individual who has access to Online Banking, including each individual named on joint accounts, must designate a Personal Identification Number ("PASSWORD"). Your PASSWORD must be a minimum of 7 characters, up to a maximum of 9 characters, which must consist of at least three (3) alpha characters, and three (3) numeric characters. For example, your PASSWORD may be 1234ABC. You will be required to change your PASSWORD periodically to enhance security. Your ACCESS CODE will be assigned to you along with your temporary password. While your ACCESS CODE will remain unchanged, your PASSWORD should be changed periodically for security purposes.

### **3. Scheduling 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, plus the available credit on your overdraft protection, if any, or other line of credit.

#### **4. Your 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. Include a complete mailing address and telephone number for each and your account number with each Payee. We reserve the right to decline to make payments to any person and entity.

#### **5. Delivery of Your Payments and Transfers.**

You may schedule payments to be initiated on the current business day, on a future date, or on the same date of each month, subject to the restrictions in the Agreement. Business days are Monday through Friday; any day designated as a holiday by the Federal Reserve is not a business day. 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. Funds will be deducted from your Account on the business day on which a payment is to be “initiated.” This date is referred to in this Agreement as the “Transaction Date.” If you direct the initiation of a payment to occur on a day other than a business day, it will be initiated on the previous business day. After funds are withdrawn from your Account, we may remit your payments by mailing your Payee a check, by electronic funds transfer, including ACH (Automated Clearing House) or by other means. Because of the time it takes to send your payment to them, 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 Transaction Date should be at least five (5) days prior to the date your payment is due, excluding any applicable grace periods (the “Due Date”). 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 the normal cut-off time of 3 p.m. (Central Standard Time) on any business day in order for the payment to be initiated for that business day. Transfers between your accounts must be scheduled by the normal cut-off time of 5 p.m. (CST) on any business day in order for the transaction to be completed on that business day.

#### **6. Recurring Payments.**

Recurring payments are those made for the same amount and are made on a weekly, bi-monthly, monthly, or other regularly scheduled

basis. Once started, recurring payments will be made automatically until you tell us to cancel the payment as provided in Paragraph 8.

## **7. 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 credit limit on your overdraft line (if any);
- d. if the automated teller machine or the merchant where you are making the transfer does not have enough cash;
- e. if the system was not working properly when you started the transfer;
- f. 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
- g. if the Payee mishandles or delays handling payments sent by us.

## **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. Fees.**

Fees for the Service shall be payable in accordance with a schedule of charges as established and amended by 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.

## **10. Equipment/Internet.**

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 resident thereon. You understand and agree that use of or connection to the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to your computer systems, networks, and any and all information stored therein. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. **All information transmitted and received through the Internet is subject to unauthorized interception, diversion, corruption, loss, access, and disclosure. We shall not be responsible for any adverse consequences whatsoever of your connection to or use of the Internet, and shall not be responsible for any use by you of an Internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.**

#### **11. Business Days/Hours of Operation.**

Our business hours are 8:30 a.m. to 5:00 p.m. (CST), Monday through Friday, except bank holidays. Although 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.

#### **12. 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 (816) 931-4060 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 require that 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.

Notify us **AT ONCE** if you believe your PASSWORD or usercode has been lost or stolen. This is the best way of reducing your potential liability. You could lose all the money in your account (plus your maximum line of credit). If you tell us within two (2) 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 (816) 931-4060 during normal business hours listed above. **WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.**

### **13. Error and Questions.**

In case of errors or questions about your electronic transactions, telephone us at (816) 931-4060, 8:30 a.m.–5:00 p.m. (CST), Monday through Friday, or write us at:

Country club bank  
Attention: Electronic Banking  
Post Office Box 410889  
Kansas City, MO 64141-0889

You must contact the BANK if you believe your statement or receipt is wrong, or if you need more information about a transaction listed on your statement or receipt. 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 verbally, you must send us your complaint or question in

writing within ten (10) business days following the date you notified us verbally. Within ten (10) business days after we hear from you in writing (twenty (20) business days if the notice of error involves an electronic fund transfer to or from the Account within thirty (30) days after the first deposit to the Account was made), we will determine whether an error occurred and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days for the amount you think is in error, (twenty (20) business days if the notice of error involves an electronic fund transfer to or from the account within thirty (30) days after the first deposit to the account was made) so that you will have use of the money during the time it takes us to complete our investigation. If we do not receive your complaint or question in writing within ten (10) business days, we may not credit your account. If we determine there was no error, we will reverse the previously credited amount, if any, and we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

#### **14. Disclosure of Account Information to Third Parties.**

We may disclose information to third parties about your account(s) or the transactions you make:

- a. where it is necessary for completing transactions or resolving errors involving the Services;
- b. in order to verify the existence and condition of your account(s) for a third party, such as a credit bureau or a merchant;
- c. in order to comply with government agency rules, court or administrative agency orders, or other applicable law or regulation;
- d. to our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law;
- e. if you give us your permission; or
- f. in accordance with our privacy policy.

#### **15. 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.

#### **16. Termination.**

If you want to terminate your access to the Service, call us at (816) 931-4060. 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. In order to avoid imposition of the next monthly fee, we must receive your written authorization to terminate three (3) days before your service charge is scheduled to assess. **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.

#### **17. Limitation of Liability.**

If the Service is not available due to malfunction of the system or circumstances beyond our control, you agree to access accounts and pay bills by other means such as a bank branch, ATM, telephone, check, credit or debit card. Customer Service will assist you with these alternate means. We shall not be liable for any expenses you incur as a result of using alternate means of access or payments. **Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special, consequential or exemplary damages, including lost profits, attorney fees, goodwill, use, data or other intangible losses (even if advised of the possibility thereof) resulting from or in anyway arising out of (i) the use or inability to use the Service; (ii) the cost of procurement of substitute goods and services or messages received or transactions entered into through or from the Service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Service; or, (v) any other matter relating to the Service including the installation, operation, or maintenance of your computer or related equipment.**

## **18. Content of the Site.**

You understand and agree that all information, data, text, software, messages or other information on the Site ("Content"), remain the sole responsibility of the person from which such Content originated. BANK originates Content regarding account information, balances, transactions and advertising directly related to BANK ("BANK Content"). Please be advised that the BANK Content relating to account information is based on transactions that have been posted on the previous Business Day.

Persons, businesses, organizations, news agencies, and other entities ("Third Parties") unrelated to and outside the control of BANK originate all other Content ("Third Party Content"). BANK does not control the Third Party Content posted via the Service and, as such, is not responsible for the accuracy, integrity, legality or quality of it. This means that you, and the Third Party, but not BANK, are entirely responsible for all Third Party Content that is uploaded, posted, emailed or otherwise transmitted or received via the Service. Under no circumstances will BANK be liable in any way for any Third Party Content, including, but not limited to, any errors or omissions in any Third Party Content, or for any loss or damage of any kind incurred as a result of the use of the Third Party Content. Please be advised Third Parties may be charged to place Third Party Content on the Service.

You acknowledge and agree that BANK does not pre-screen Third Party Content, but that BANK shall have the right (but not the obligation) in its sole discretion to refuse, move or delete any Third Party Content that is available via the Service, which violates this Agreement or is otherwise objectionable. You acknowledge and agree that BANK may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of BANK, its users and the public.

## **19. Waivers/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.

## **20. Governing Law.**

The laws of the state of Missouri 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.

## **21. Amendments.**

Unless otherwise required by law, we may change a term or condition of this Agreement by posting a notice on our website, sending you a notice with your periodic statement, sending an electronic communication, or 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. Your continued use of the Service following receipt of this Agreement or notice of a change is considered acceptance of the Agreement or change. Further, much of our relationship with you is regulated by state and federal law, including the Uniform Commercial Code, and regulations of the Federal Reserve System, other regulatory agencies and clearinghouse associations. These laws and regulations, as well as the terms of the Agreement, may change from time to time without notice to you unless required by law.

## **22. Indemnification.**

Customer, in consideration of being allowed access to the Service, agrees to indemnify and hold the BANK (including its subsidiaries, parents, affiliates officers and directors) harmless for any losses or damages to the BANK (including reasonable attorneys' fees and court costs) resulting from the Customer's use of the Services, to the fullest extent allowed by applicable law.

## **23. Exclusion of Warranties.**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. BANK MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE

OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BANK OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

#### **24. BANK's Proprietary Rights.**

You acknowledge and agree that the Service and any necessary software used in connection with the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws. The information and materials may not otherwise be copied, displayed, distributed, downloaded, licensed, modified, published, re-posted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes, except as provided in these terms and conditions without our express written permission.

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BANK grants you the rights it has in the software associated with the Service to allow you to use the object code of the software; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Service or software associated with it. You agree not to modify the software in any manner or form, or to use modified versions of the software associated with the Service, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by BANK for use in accessing the Service.

## **25. 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.

## **26. WAIVER OF JURY TRIAL.**

**BANK AND CUSTOMER WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT.**

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