

**Country Club Bank
Terms and Conditions for
Online Banking and Bill Payment**

These Terms and Conditions for Online Banking and Bill Payment (the "Terms and Conditions") is the agreement that governs the terms and conditions of your use of Country Club Bank's Online Banking service (the "Service") and bill payment service ("Bill Payment") accessible from our website www.countryclubbank.com (the "Website") By using the Service, you agree to accept the terms and conditions set forth in these Terms and Conditions, as they may be amended from time to time.

1. **Definitions** - In these Terms and Conditions, the following definitions apply: "you" and "your" mean a customer of Country Club Bank who enrolls for the Service and any others you permit to use the Service; "we", "us", "our" or " Bank" means Country Club Bank; "Deposit Account" means a deposit account you maintain with us; "Credit Account" means a loan, credit line, credit card account or other credit account you have with us; "Bank Account" means your Deposit Account(s) and Credit Account(s); "Account Terms and Conditions" refers to the Deposit Account agreement, signature card and disclosures governing a Deposit Account; "Business Day" means Monday through Friday, except Federal holidays; "Credit Terms and Conditions" refer to any credit agreements and related documents and disclosures governing any Credit Account.
2. **Enrollment** – The Service is intended for use by consumer customers of the Bank, and not for business customers. When you enroll in the Service, you will establish your identification ("User ID"), and will be provided an initial password, which you will replace. ("Password"). Each time you access the Service you will be required to enter your User ID and Password. In addition, the Service utilizes additional security authentication functions which we may change from time to time.

Your User ID and Password are for your use only. You are responsible for maintaining the confidentiality of your User ID Password and you agree to immediately report any compromise or loss of your User ID or Password to us. If you provide your User ID and/or Password to any other person, you are authorizing that person to use the Service and engage in transactions on your account and you will be responsible for those transactions. For security purposes, we recommend that you change your Password periodically.

3. **Access and Computer Equipment** -You can generally access Online Banking 24 hours a day, 7 days a week except during infrequent special or scheduled maintenance periods. In order to use the Service, you must have a computer with Internet access and an email address. We reserve the right to limit the Service to certain account types. You are responsible for the installation, maintenance and operation of the computer which you use to access the Service. You must use a browser which has the ability to process the Service, which may change from time to time. We are not responsible for any errors,

deletions, or failures that occur as a result of any malfunction of your computer or software used in accessing the Service and we are not responsible for any electronic viruses, worms, malware or other malicious programs that you may encounter while connected to the Internet or otherwise. You agree that you will not send us any electronic virus, worm, malware or other malicious program, nor will you engage in any activity that could have a harmful effect on our Website.

4. **Daily Processing Deadlines** - For purposes of the Service, our Business Day ends at 6 p.m. Central Time, Monday through Friday. Transactions received after 6 p.m. Central Time on a Business Day or at any time on a day other than a Business Day will be processed on the next Business Day.
5. **Bill Payment** – This section governs Bill Payment, if you choose to use Bill Payment. Bill Payment is provided by Bank to you through a third party service provider, Fidelity National Information Services ("FIS"). FIS processes bill payments and will provide certain customer service assistance. Details and instructions concerning use of Bill Payment are available at the Website.
 - a. **Definitions.** The following terms are defined as follows for purposes of Bill Payment:
 - i. "Due Date" is the date reflected on your Payee Statement for which the payment is due, and which is the actual due date, not a late date and not including any grace period.
 - ii. "Payee" is the person or entity to which you wish a payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
 - iii. "Payee Account Number" is the account number assigned to you by a Payee.
 - iv. "Payee Statement" is a statement you received from a Payee indicating the amount you must pay to the Payee.
 - v. "Payment Account" is your checking account at Bank from which bill payments will be debited.
 - vi. "Payment Instruction" is the information you provide to us through the Service instructing that a payment should be made to a Payee, which includes, (in addition to other information), your Payee Account Number, Payee name, Payee address, Payee phone number, the amount of the payment and the Scheduled Payment Date.
 - vii. "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.
 - b. **Bill Payment.** Bill Payment permits you to schedule payments to Payees. By using Bill Payment, you authorize us to process the payments and other transactions you request from time to time through use of Bill Payment. You also authorize us to debit your Payment Account(s) in accordance with this

Agreement. This Agreement does not alter your liability or obligations that currently exist between you and your Payees. We reserve the right to refuse to permit you to use Bill Payment to pay any Payee. We may, at our option and in our sole discretion, remit, stop, cancel and manage payments, cancel payments, refuse to permit you to use Bill Payment, or terminate your right to do so at any time.

- c. ***Payment Scheduling—Standard Payments.*** When you schedule a payment through the Service, you must allow sufficient time for the payee to receive and process the payment before the Due Date. If you do not allow sufficient time, you will assume full responsibility for all late fees, finance charges or other actions taken by the Payee. Payments may take several Business Days to reach the Payee, as the payments may be made electronically or by check. We suggest that you should schedule the payment at least 6 to 10 Business Days prior to the Due Date.
- d. ***Payment Scheduling--Expedited Payments.*** You may choose to make an expedited payment, either electronically or by overnight check. Electronic expedited payments are available only for certain Payees and will display to you when scheduling a payment if an expedited payment could be received by the Payee sooner than a standard payment. Overnight check payments may be scheduled until 6:00 p.m. central time for delivery on the next Business Day. You are responsible for providing accurate and complete Payment Instructions, including entering and verifying the address for an Overnight Check to ensure it is a valid overnight package address for the Payee. Expedited payments are subject to a fee as set forth below under Consumer Disclosures.
- e. ***Late Payments.*** Some transactions may take longer to be credited to your account at a Payee due to circumstances beyond our control, particularly delays in handling and posting payments by Payees or financial institutions. We have no responsibility for any late payment charges that may imposed by a Payee should a payment be credited to your account at a Payee after its Due Date.
- f. ***Payment Authorization and Payment Remittance.*** By providing us Payment Instructions through the Service, you authorize us to follow all such Payment Instructions. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Payee instructions. By making a Payment Instruction, you authorize us to debit your Payment Account and remit funds on your behalf in accordance with the Payment Instruction. You also authorize us to credit your Payment Account for payments returned to us by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.
- g. ***Payment Methods/Limitations.*** We reserve the right to select the method for remitting funds on your behalf to a Payee. These payment methods may include,

but are not limited to, an electronic payment, an electronic to check payment, or payment by a physical check. You may not schedule a bill payment that exceeds \$9,999.99.

- h. ***Payment Cancellation Requests.*** You may cancel or edit any Scheduled Payment (including recurring payments) by logging into the Service and following the directions within the Service. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment, however, it cannot be cancelled or edited. If you wish to cancel a payment after we have begun processing such payment, you must contact us at 816-931-4060. Although we will attempt to accommodate your request, you acknowledge and agree that we will have no liability for failing to do so and we may also require you to present your stop payment request in writing within fourteen (14) days.
- i. ***Prohibited Payments.*** Payments to Payees outside of the United States or its territories or payments prohibited by law, including payments to unlawful Internet gambling sites may not be made through Bill Payment.
- j. ***Exception Payments.*** Tax payments and court ordered payments are exception payments which may be scheduled through Bill Payment; however, you acknowledge and agree that such payments are discouraged and are scheduled at your own risk. IN NO EVENT SHALL WE BE LIABLE FOR ANY CLAIMS OR DAMAGES RESULTING FROM YOUR REQUESTING AND SCHEDULING ONE OF THESE TYPES OF PAYMENTS. OUR RESPONSIBILITY FOR LATE PAYMENTS SET FORTH ABOVE DOES NOT APPLY TO THESE TYPES OF PAYMENTS. We have no obligation to research or resolve any claim resulting from an exception payment. You acknowledge and agree that all research and resolution for any misapplied, incorrectly posted or misdirected payments will be your sole responsibility.
- k. ***Bill Delivery And Presentment.*** This feature allows you to receive electronic bills from participating Payees. Your activation of the electronic bill feature for a Payee authorizes us to obtain bill information from the Payee on your behalf. If you elect to activate one of the Service's electronic bill options, you also acknowledge and agree to the following:
 - i. Information provided to the Payee – By requesting electronic bill delivery through the Service, you authorize us, for purposes of authenticating your identity and to activate the display of the electronic bill, to provide to the Payee your e-mail address, service address, user name, password, or other information specifically requested by the Payee at the time of activating the electronic bill for that Payee. In order to complete your request, you may be asked to provide this information to us. The information you provide to us is governed by our privacy policy,

<http://www.countryclubbank.com/CCBprivacy.pdf>. However, the information practices of participating Payees are not covered by our privacy policy. You should contact your Payee regarding its information practices if you have questions regarding a Payee's use of your information. You agree not to use someone else's information to gain unauthorized access to another person's bill.

- ii. Updating Payee information - We are unable to update or change your personal information such as (but not limited to) your name, address, phone numbers and e-mail addresses, with the participating Payee. Any changes will need to be made by you contacting the Payee directly.
- iii. Activation - Upon activation of the electronic bill delivery and presentment feature we may notify the Payee of your request to receive electronic billing information. Neither we nor you can require a Payee to accept a request to receive electronic bills through the bill delivery and presentment feature of the Service. Each Payee has the right to accept or deny your request to receive electronic bills. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your bill(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current.
- iv. Presentment and notification of electronic bills – We will use our best efforts to present all of your electronic bills promptly. However, we cannot assure you that you will receive your electronic bill from any Payee at any time. Therefore, it is your sole responsibility to contact your Payees directly if you do not receive your electronic bills. In addition to notifying you of the receipt of an electronic bill within the Service, we may (at our option) send an e-mail notification of receipt of an electronic bill to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. Because you may not receive e-mail notifications, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are solely responsible for ensuring timely payment of all bills.
- v. Cancellation of electronic bill notification - Any participating Payee, Bank, or you may cancel the presentment of electronic bills at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. We will notify your Payee(s) as to the cancellation of electronic bill presentment and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

- vi. Non-Delivery of electronic bill(s) - You agree to hold us harmless should the Payee fail to deliver your electronic bills. You are solely responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.
 - vii. Accuracy and dispute of electronic bill(s) – We are not responsible for the accuracy of your electronic bill(s). We simply present the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.
 - viii. Liability and obligations with your Payees - This Agreement does not alter your liability or obligations that currently exist between you and your Payees.
6. **Customer's Responsibility** - You are responsible for all transfers that you authorize through the Service. You are also be responsible for all transactions completed by persons to whom you have given your User ID and/or Password.
7. **Limitation of Liability.** EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS AND CONDITIONS OR AS REQUIRED BY APPLICABLE LAW, THE SERVICE IS PROVIDED TO YOU "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGE, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL (INCLUDING ATTORNEYS FEES, LOST PROFITS, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES) CAUSED BY THE SERVICE OR THE USE THEREOF, INCLUDING WITHOUT LIMITATION, ANY LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR OR ANY CLAIM ARISING OUT OF THE USE OF THE SERVICE ON YOUR COMPUTER OR OTHER ELECTRONIC DEVICE.
8. **Miscellaneous.**
- a. ***Severability*** - If any provision of these Terms and Conditions is found to be invalid or unenforceable under applicable law, only such provision or provisions shall be deemed and void and the remaining provisions of the Terms and Conditions shall remain operative and in full force and effect and shall in no way be affected.
 - b. ***Amendment*** – We may amend these Terms and Conditions at any time. In such event, you will be provided notice of the change through the Service, or in any other manner required by applicable law. Any use of the Service after you have been provided notice of change will constitute your agreement to the change. We

may also revise or update the applications, services, required browser or software or other material relating to the Service, and reserve the right to terminate providing the Service pursuant to the prior versions.

- c. ***Other Agreements*** - Each of your Deposit Accounts is also governed by the Account Terms and Conditions as they may be amended from time to time. Each of your Credit Accounts is also governed by the Credit Terms and Conditions as they may be amended from time to time. The Account Terms and Conditions, Credit Terms and Conditions and any related disclosures, rules, regulations, schedules, or authority executed by or made available to you are in addition to these Terms and Conditions.
- d. ***Contacting Us Regarding the Service*** - Because Internet e-mail transmissions may not be secure, you agree to contact us through the Service after you have logged in, or via telephone or mail rather than via Internet e-mail for inquiries relating to the Service or your Bank Accounts. To contact us via telephone, call 816-931-4060, and via mail, write to us at PO Box 410889, Kansas City, Mo. 64141 ATTN: Customer Service.
- e. ***Termination*** – We may terminate or suspend providing the Service to you at any time, with or without notice. You may terminate these Terms and Conditions by giving notice to the Bank. Any transactions you have initiated prior to notice of termination will continue to be processed until we have had a reasonable opportunity to act upon the notice of termination. If we terminate your access to the Service, we reserve the right to immediately stop making transfers or payments to or from your Bank Account(s), including those you previously authorized.
- f. ***Applicable Law*** -These Terms and Conditions and the Service shall be governed by and interpreted in accordance with the laws of the State of Missouri. The Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assignees.

CONSUMER DISCLOSURES

Consumer Liability – Tell us **AT ONCE** if you believe your User ID or Password has been lost or stolen. 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 four (4) business days after you learn of the loss or theft of your User ID or Password, you can lose no more than \$50.00 if someone used your User ID or Password without your permission. If you do NOT tell us with in four (4) business days after you learn of the loss or theft of your card or code, you could lose as much as \$300.00 if someone used your User ID or Password without your permission.

Also, if your statement shows transfers that you did not make, including those made by use of your User ID or password or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money 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.

Contact in Event of Unauthorized Transfer - - If you believe your Access ID or Password has been lost or stolen, call: 816-931-4060, and via mail, write to us at PO Box 410889, Kansas City, Mo. 64141 ATTN: Customer Service.

Business Days – For purposes of these disclosures, our Business Days are Monday through Friday. Holidays as defined by the Federal Reserve Bank of Kansas City are not included.

Available Transactions and Limitations – You may use the Service to: (i) transfer funds between Deposit Accounts; (ii) make payments from Deposit Accounts to Credit Accounts; (iii) access account balances and information for up to the last two statement cycles on eligible Deposit Accounts; (iv) view and print images of checks written from your Deposit Accounts; (v) view and print statements for the last two statement cycles, and, if you choose to use Bill Payment, to pay bills directly from your checking account in the amount and on the days you requested.

These functions of the Service are limited to the extent, and subject to the additional terms below:

1. Money Market Deposit Accounts and Savings Accounts. Your ability to transfer funds between and/or make payments from certain Deposit Accounts is limited by law. You may make up to a total of 6 pre-authorized, automatic or telephone transfers or payments per statement cycle from each of your money market deposit accounts and savings accounts to other accounts or third parties. Transfers and payments from money market deposit accounts and savings accounts made through the Service are counted against the permissible number of transfers or payments (except automatic deductions to pay Credit Accounts are not included in the number of transfers or payments).
2. Transfers.
 - a. Scheduling Transfers. You may schedule a transfer to be initiated on the same day (Same Day Transfer), on any calendar day (Future Transfer) or to be automatically initiated in a fixed amount on a weekly, biweekly, monthly, quarterly, semi-annual and annual basis (Recurring Transfer) between your Bank Accounts. Individual or daily transfers between eligible Bank Accounts may be made in any amount not exceeding the available balance in your Deposit Account from which the transfers are

made. You may not schedule a transfer that exceeds \$9,999. For security reasons, there may be other limits on the frequency and dollar amount of transactions you may make using the Service.

Your account balance affected by a same day transfer will be available immediately for incoming checks and electronic items if the same day transfer is made by 6 p.m. Central Time on a Business Day. Your account balance affected by a same day transfer will be available the next Business Day if the same day transfer is made after 6 p.m. Central Time on a Business Day.

- b. **Canceling Recurring Transfers.** You may use the Service to cancel a future or recurring transfer if your request to cancel is received via the Service no later than 6 p.m. Central Time the day prior to such transfer. You may also call us at 816-931-4060 or write us at PO Box 410889, Kansas City, Mo. 64141 ATTN: Customer Service in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call. If you order us to stop one of these payments 3 Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
3. **Account Information.** The account information that you access via the Service will generally be current as of the Business Day you obtain the information, unless another time is specified. Information is available for your Deposit Accounts for up to the last two statement cycles. We strive to provide complete, accurate and timely account information through the Service. However, unless otherwise specifically required by these Terms and Conditions or by applicable law, we will not be liable to you if any such information is unavailable, delayed or inaccurate.

Fees – We do not charge a fee for using the Service. If you have enrolled for Bill Payment and do not use Bill Payment for a period of 90 days, a monthly fee of \$6.95 will be assessed each month in which you remain enrolled for Bill Payment but do not use Bill Payment. Expedited electronic payments and expedited payments by Overnight Check are subject to a fee of \$20. Any other fees applicable to your Bank Accounts continue to apply. You agree that we are not responsible for any telephone or other internet access charges you may occur by using the Service.

Periodic Statements- We will mail or deliver to you periodic statements for your Deposit Accounts as disclosed in the applicable Account Terms and Conditions. You may also receive periodic statements for certain Credit Accounts as set forth in the applicable Credit Terms and Conditions. Transfers made through the Service will be reflected on applicable periodic statements.

Our Liability – 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 will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If the transfer would go over the credit limit on your overdraft line, if applicable.
- (3) If the Service was not working properly and you knew about the breakdown when you started the transfer.
- (4) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (5) If the transfer would have resulted in a violation of law, regulation or court order.
- (6) There may be other exceptions stated in our agreement with you.

To the extent not prohibited by applicable law, we shall not be liable for any error or delay so long as we have acted in accordance with these Terms and Conditions. Our responsibility under these Terms and Conditions is limited to the exercise of reasonable and ordinary care, and (except to the extent required by applicable law or regulations) we are not liable for any error or delay on the part of any third party or for any other act or omission of any third party). We shall not be liable if you have not given us complete, correct or current transfer or payment instructions or if you have not properly followed instructions concerning the use of the Service.

Confidentiality – We will disclose information to third parties about your account or the transfers you make (i) where it is necessary or helpful for completing transfers, or (ii) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (iii) in order to comply with government agency or court orders, or (iv) if you give us your written permission; or (v) to otherwise conduct our business as otherwise permitted by applicable law.

Error Resolution – In Case of Errors or Questions About Your Electronic Transfers telephone us at 816-931-4060, write us at PO Box 410889, Kansas City Mo 64141 ATTN: Customer Service 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. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we 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 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.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

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.