

OMB ONLINE USER ACCESS AGREEMENTS

[*Click for OMB Business User Agreement*](#)

OMB ONLINE USER ACCESS AGREEMENT – Consumer Only

This OMB Access Agreement ("Access Agreement") for accessing your OMB accounts explains the terms and conditions governing the online banking services and bill pay. By using OMB online services, you agree to the terms and conditions of this access agreement. This access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is no applicable Federal law or regulation, by the laws of the State of Missouri. The terms "we", "us", "our", "OMB" and "Bank" refer to Old Missouri Bank. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturdays, Sunday and Federal holidays. OMB Online Banking can be used to access OMB accounts. The applicable account disclosure statement ("Deposit Agreement and Disclosure") also governs each of your accounts at OMB.

I. ACCESSING YOUR OMB ACCOUNTS THROUGH OMB ONLINE BANKING

A. Requirements: To access your accounts through OMB Online Banking, you must have an OMB account, access to internet service and an e-mail address. Once you have accepted this Access Agreement and we have verified your account information, we will notify you confirmation of our acceptance of your enrollment. OMB Online Banking can be used to access only your OMB accounts.

B. Electronic Mail (E-MAIL): Sending electronic mail (e-mail) through the OMB Online Banking link is a way to communicate with us. E-mail is provided for you to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your password to a session of OMB Online Banking. To ensure the security of your account information, we recommend that you use e-mail when asking specific questions about your account(s). However, specific account information such as your account number or password should not be included in the e-mail. You cannot use e-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within OMB Online Banking or call 417-761-7181.

C. Fees: There are no monthly or transaction fees for accessing your account(s) through OMB Online Banking. Please note that your online internet service provider may assess fees for their services. You will receive prior notice if any changes to fees are made.

D. New Services: We may, from time to time, introduce new online services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

II. TERMS AND CONDITIONS

The first time you access your accounts through OMB Online Banking you agree to be bound by the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure.

A. Your OMB Online Banking Password: You will create an OMB Online Banking User ID and Password that will give you access to your accounts. For security, we require that you create a password that utilizes both alpha and numeric characters. It is recommended that your password not be associated with any commonly known personal identification, such as social security number, address, date of birth, names of children, and that you

memorize this password rather than write it down. This password can be changed within OMB Online Banking using the "Options" button. In addition, you will be asked to create three security questions and answers.

You are responsible for keeping your password, account numbers and other account data confidential. We will act on instructions received under your password. We undertake no obligation to monitor transactions through OMB Online Banking to determine that they are made on behalf of the account holder. DO NOT share your user id or password with anyone.

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.

B. Payment Account: Although there are no fees for accessing your accounts through OMB Online Banking, you may be asked to designate a payment account for selected services such as the Bill Pay service. There may be additional terms and conditions for these services.

If you close all OMB accounts, notify OMB Customer Service to cancel the OMB Online Banking services. Your OMB Online Banking access may be canceled at any time by us without prior notice due to insufficient funds in one of your accounts. After cancellation, OMB Online Banking services may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must go through the enrollment process again. If you do not access your accounts through OMB Online Banking for an extended period, we reserve the right to discontinue your service without notice. Please note that your bill payment information will be lost if you are discontinued.

You agree to be responsible for any 3rd party telephone charges incurred by accessing your accounts through OMB Online Banking. If you wish to cancel any of the OMB Online Banking services offered through OMB Online Banking, please contact OMB Customer Service at 417-761-7181 or send us cancellation instructions in writing to OMB, 3570 S. National, Springfield, MO 65807.

C. Our Liability: Except as specifically provided in this Agreement or where the law requires different standards, you agree that neither OMB nor the service providers shall be responsible for loss, property damage or bodily injury. This is regardless of whether it is caused by the equipment, software, OMB, internet access providers, online service providers or by an agent or subcontractor of any of the foregoing. Nor shall OMB or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the online services, or the Internet or access thereof.

If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

1. If, through no fault of ours, you do not have enough available funds in your account to make a transfer.
2. If a legal order directs us to prohibit withdrawals from the account.
3. If your account is closed, or if it has been frozen.
4. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
5. If you, or anyone authorized by you, commits, or attempts to commit, any fraud or violates any law or regulation.

6. If any electronic terminal, telecommunication device, or any part of the OMB Online Banking electronic fund transfer system is not working properly and you knew about the problem when you started the transfer.
7. If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
8. If you have not properly followed the on-screen instructions for using OMB Online Banking.
9. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communications lines) prevent the transfer, despite reasonable precautions that we have taken.

D. Overdrafts - Order of Payments, Transfers, And Other Withdrawals: If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, debit card transactions, pre-authorized transactions, OMB Online Banking transfers and bill payments, etc.) that you have requested for a given business day, then:

1. Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and
2. The electronic funds transfers initiated through OMB Online Banking may result in an overdraft of your account or, at our discretion, we may cancel the transfer.

In addition, you will be charged the same charges that apply to your account.

E. Hours of Accessibility: You can access your accounts through OMB Online Banking seven days a week, 24 hours a day. However, at certain times, some or all of OMB Online Banking may not be available due to system maintenance.

F. Additional Terms and Conditions: Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available as the transactions are posted to your account.

G. Transferring Funds: The number of transfers from a savings account is limited as described in the applicable Deposit Agreement and Disclosure. 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.

III. BILL PAY SERVICE

OMB Online Banking customers who choose to enroll for the Online Bill Payment Service will be required to accept the terms of a separate agreement presented upon enrollment.

IV. ALERTS

Your enrollment in OMB Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your OMB account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts,

we strongly recommend that you do not do so because they provide important information related to your Service accounts.

- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the Manage Alerts menu within OMB's Online Banking and Manage Alerts menu within OMB Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time-to-time or cancel old Alerts. We may notify you when we cancel Alerts but are not obligated to do so. OMB reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your OMB Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text "STOP" to 96924 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone visit the Alerts tab in OMB's Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 96924. In case of questions please contact customer service at 417-761-7181. Our participating carriers include (but are not limited to) AT&T, Sprint PCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. OMB provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside OMB's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold OMB, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

V. GENERAL TERMS

A. Changes to Charges, Fees or Other Terms: We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you

online, or send a notice to you at the address shown on our records or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. The applicable Deposit Agreement and Disclosure govern changes to fees applicable to specific accounts.

B. Disclosure of Account Information: You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The Bank may also provide information about your account(s) to persons or companies the Bank believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application. In addition, the Bank routinely informs a credit reporting agency when accounts are closed by the Bank because they were not handled properly. The Bank may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

C. Questions or Error Correction on OMB Online Banking Transactions: In case of questions or errors about OMB Online Banking funds transfers through OMB Online Banking involving your account, contact us as soon as possible by using the following methods: · Contact us by electronic mail (E-mail) by utilizing the 'Contact Us' option on the website · Fax us at 417-761-6661 · Telephone us at 417-761-7181 · Write OMB at 3570 S. National, Springfield, MO 65807

We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. Tell us your name and account number. Describe the error or the transaction you are unsure about and explain why you believe it is in error or why you need more information. Tell us the dollar amount of the suspected error. For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.

Here's what we will do: We will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point-of-sale purchases, after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale, to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days, or twenty (20) business days in the case of point of sale, 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 ten (10) business days, we will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

D. Other General Terms - Other Agreements: In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Deposit Agreement and Disclosure, the Bank's rules and

regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also. We reserve the right to terminate this Agreement and your access to OMB Online Banking, in whole or in part, at any time without prior notice.

E. Amendment and Termination: The Bank has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to the Bank. The Bank is not responsible for any recurring payment made before the Bank has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Bank on your behalf.

VI. PROTECTING YOUR ACCOUNT

A. Preventing Misuse of Your Account: Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call OMB Customer Service at 417-761-7181.

Protecting Personal Information: In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, social security number, etc. This information by itself or together with information on your account may allow unauthorized access to your accounts. It is your responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your OMB Online Banking Password: The password that is used to gain access to OMB Online Banking should also be kept confidential. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify OMB Customer Service at once at 417-761-7181.

B. Unauthorized Transactions in Your OMB Accounts: Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call OMB Customer Service at 417-761-7181, or write OMB, 3570 S. National, Springfield, MO 65807. If your OMB Online Banking password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your OMB Online Banking password without your permission to access an OMB deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.00. Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60) days after the paper statement was mailed to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, this time will be extended.

TERMS OF USE AND PRIVACY POLICY

The primary licensor for the online and/or mobile banking service you are using (the "Service") is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our Service, you hereby agree as follows:

(i) General. The Provider is not the provider of any of the financial services available to you through the Service, and the Provider is not responsible for any of the materials, information, products or services made available to you through the Service.

(ii) Provider Privacy Policy. Provider may access personal information while you use the Service. Provider may access records held by your financial institution for such information as your phone number, home address or email address. Provider will use this contact information to alert you about Service-related events or actions that require your attention. If you grant permission to use phone information, Provider will use the phone number to pre-populate forms that expect a personal phone number for contacting. If you grant permission to use your device's location, Provider will use the data when checking for nearby branch and ATM locations. If you grant permission to use access photos, media or other files stored on your device, Provider will use that information to add an image to a transaction and add a photo to your profile. If you grant permission to use a camera, Provider will use it when taking a picture to add an image to a transaction or to capture images of a check that is being deposited or to add a photo to your profile. In addition to this Provider Privacy Policy, your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services and products, including such information that may be gathered through use of this Service, such as the "Account Information" and "Registration Information" described below. A copy of that privacy policy is available from your financial institution.

(iii) Source of Information. The Service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.

(iv) Your Responsibility for Information. You are responsible for providing Provider with accurate and updated (as necessary) account numbers, usernames, passwords and other log-in related information ("Registration Information") so that the Service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.

(v) Rights You Grant to Provider. By submitting data, passwords, usernames, PINs, log-in information, materials and other Registration Information to Provider through the Service, you are voluntarily supplying that content to Provider for the purpose of providing the Service to you. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the Service, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the Service, you will be directly connected to the website for the third party you have identified. Provider will submit information including usernames and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you (such as account passwords and usernames) to accomplish the foregoing and to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks.

(vi) Consent to Use of Data. You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Service. Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

(vii) Disclaimer of Warranty. THE SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(viii) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(ix) Google Analytics. To assist Provider in maintaining and improving this application, Provider uses Google Analytics to gather information about usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use, and how they found the Service. Google Analytics does not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information. The information helps Provider improve the performance of this Service for you. For more information on Google's use of the data, please see the website "How Google uses data when you use our partners' sites or apps" located at <http://www.google.com/policies/privacy/partners/>.

(x) Miscellaneous. This End User Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Missouri, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this End User Agreement are subject to the exclusive jurisdiction of the courts of Missouri and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded. The primary licensor for the online and/or mobile banking service you are using (the "Service") is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our Service, you hereby agree to all of the above.

OMB ONLINE ACCESS AGREEMENT – Business Only

These Online Banking Service Terms and Conditions (the "Terms and Conditions", "Access Agreement") govern the Online Banking Service (the "Service") provided by Old Missouri Bank ("Bank", "OMB"). The Agreement and these Terms and Conditions are the complete and exclusive statement of the agreement between Bank and Company with respect to the Service and supersedes any prior agreement(s) between Bank and Company with respect to such subject matter. In the event of any inconsistency between these Terms and Conditions and any other agreement, these Terms and Conditions will control with respect to the Service. No course of dealing between Bank and Company will constitute a modification of these Terms and Conditions or the security procedures or constitute an agreement between Bank and Company regardless of whatever practices and procedures Bank and Company may use.

By utilizing the Online Banking Service and any separate Service provided within, Company agrees to the terms and conditions hereunder. "We," "our," and "us" mean OMB, affiliates, successors, and assigns. "You" and "your" means the owner of an OMB deposit account or the individual authorized to exercise control over the funds in the specified deposit account and to act in legal capacity of the account.

TERMS USED IN THIS AGREEMENT

- "Access Credentials" means any identification number, PIN, password, codes and any other means of access to the Service provided to an Administrator or User.
- "Access Device" means any electronic device you use to access your Account and view electronic documents. This includes, but is not limited to, a traditional computer, such as a desktop or laptop computer, or a mobile device such as a tablet computer or a smartphone.
- "Account" or "Accounts" refers to any deposit account utilized for the transaction of business through the Business Online Banking services.
- "Accountholder" means each person whose name is on the Account.
- "Account Agreements" mean any agreements, terms and conditions, disclosures, notices and related documents governing your Accounts.
- "ACH" means an electronic funds transfer system governed by the NACHA operating rules.
- "Administrator" refers to any individual authorized by the company to establish users within the Company to access bank's Business Online Banking. The Administrator has the sole responsibility for setting restrictions and limitations for each user.
- "Agreement" means this Business Online Banking Agreement.
- "Authorized User" refers to any individual authorized to access bank's Business Online Banking and transact business on behalf of the Company within limitations established by the Administrator.
- "Available Balance" refers to the balance of an account; however, the available balance does reflect memo posted transactions and/or holds.
- "Bill Pay Service" means a secure electronic service that allows you to pay bills online.
- "Business Days" refer to Monday through Friday excluding federal holidays.
- "Business Online Banking" means a method of banking at OMB in which you can conduct transactions electronically through the Internet.
- "Due Date" is the date reflected on Company's 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.

- "Electronic Funds Transfers" or "Transfers" means ATM withdrawals, preauthorized transactions, POS transactions, and transfers to and from your Accounts using Online Banking Services, including the Bill Pay Service.
- "Mobile Banking" means a method of banking at OMB in which transactions are conducted using a mobile device.
- "Mobile Banking App" or "Mobile Banking Application" means the mobile application through which you can conduct Mobile Banking Services.
- "Mobile Banking Services" means any Online Banking Service conducted through a mobile device.
- "Mobile Check Deposit" or "Mobile Check Deposit Service" means using a camera in a mobile device to deposit a check. Synonymous with Remote Deposit Capture or Remote Deposit Anywhere.
- "NACHA" means National Automated Clearing House Association.
- "Online Banking Services" means the various services provided pursuant to this Agreement.
- "Outbound Transfer" means a Transfer from your Account at OMB to an External Account.
- "Pay from Account" means the account from which funds will be sent.
- "Pay to Account" means the account to which funds will be transferred.
- "Payee" is the person or entity to which Company desires a payment to be directed by utilizing the Bill Payment Service or is the person or entity from which Company receives electronic bills.
- "Payee Account Number" is the account number assigned to Company by a Payee.
- "Payee Statement" is a statement received by Company from a Payee indicating the amount Company must pay to the Payee.
- "Payment Instruction" is the information Company provides to Bank through the Bill Payment Service instructing that a payment should be made to a Payee, which includes, (in addition to other information), Company's Payee Account Number, Payee name, Payee address, Payee phone number, the amount of the payment and the Scheduled Payment Date.
- "PIN" means personal identification number.
- "Scheduled Payment" is a payment that has been scheduled through the Bill Payment Service but has not begun processing.
- "Scheduled Payment Date" is the day Company designates in a Payment Instruction that Company desires a Payee to receive Company's bill payment unless the Scheduled Payment Date falls on a non-Business Day in which case the actual Scheduled Payment Date will be considered to be the next Business Day.
- "Security Procedures" mean the Access Credentials and other procedures Bank will follow to confirm the authenticity of requests within the Service.
- "Service Provider" means a third-party company engaged by OMB that provides services with respect to one or more Online Banking Services.
- "Site" means the electronic location (for example, website or mobile application) accessed through an Access Device to access an Online Banking Service.
- "Text Banking" means your ability to request and obtain limited information regarding your Accounts from a mobile device through text messaging.
- "UCC" refers to the Uniform Commercial Code as adopted by Missouri
- "User" means a person authorized by the Administrator through the Service to access the Service, access may be amended from time to time by an Administrator or Authorized Representative.
- "Written Instructions" means Instructions actually received by Bank from Customer by letter, electronic communication, through the System or via such other methods as Bank may authorize from time to time.

BUSINESS ONLINE BANKING SERVICE

Company shall properly maintain its Accounts, and comply with the Account Agreements, and pay any fees associated with the use or maintenance of its Accounts. The Accounts will continue to be governed by the applicable Account Agreements, except as set forth in the Agreement and these Terms and Conditions

Each Account and use of the Service is subject to the following:

- a. Terms or instructions provided by Bank appearing on a screen when using the Service;
- b. Bank's rules, procedures, disclosures and policies applicable to such Account;
- c. Agreements or terms and conditions relating to ACH services or wire transfer services provided by Bank, as applicable; and
- d. Rules and regulations of any funds transfer system used in connection with the Service, as well as applicable state and federal laws and regulations.

The Service may be used to access information concerning Accounts and to perform certain transactions. All daily transactions, payments and funds transfers will appear in account activity in the Service and on Company's Account statement(s). Various features are currently available through the Service, including:

- a. View balance and transaction information concerning Accounts;
- b. View images of checks clearing Accounts;
- c. Transfer funds between Accounts;
- d. Make payments on loan Accounts;
- e. Subject to Bank's approval, transfer funds from established lines of credit, if any, if the credit lines are already accessible through an Account;
- f. Schedule future transfers on a one-time or recurring basis;
- g. Make payments to payees other than Bank from a checking Account ("Bill Payment Service");
- h. Make payments and receive certain payments via the Automated Clearing House network from a checking Account ("ACH Origination");
- i. Make payments via the wire transfer network of the Federal Reserve System from a checking Account ("Wire Transfer Origination");
- j. Send electronic mail messages to Bank; and
- k. Place stop payment orders for checks written against Accounts.
- l. Remote Deposit Capture ("RDC") and/or Remote Deposit Anywhere ("RDA").

For Company to use the Service, Company must have at least one open Account and an Authorized Representative must execute the Request Form to appoint an Administrator for the Company's online access. Upon acceptance of the Request Form by Bank, the Administrator designated by the Authorized Representative in the Request Form will receive an email with a link to establish the Administrator's Access Credentials. The Administrator shall serve as Company's primary contact with Bank with respect to the Service. The Administrator will have the authority to act on Company's behalf in all matters with respect to the Service. The Administrator will have control of all Access Credentials of Users and will have the ability to grant or deny access to certain functionality of the Service and features of the Service to Users on behalf of Company. It shall be Company's responsibility to establish and implement its policies and procedures governing the addition and termination of Users by the Administrator and the functionality provided to each User. Bank may continue to recognize the authority of an Administrator until it has received and has had a reasonable time to act upon written notice from Company that an Administrator is no longer authorized to transact business on Company's Accounts.

AUTHORITY

Company warrants to Bank that it has full and complete authority to enter into this Agreement. Bank may accept oral or written instructions (including written instructions sent via facsimile or other electronic transmission) from any person, and any person may utilize the service, who is an authorized representative or authorized person of the Company; or who has been provided a user PIN and/or token by the Company; or provides a valid user PIN and/or token (collectively "Authorized Person"). Bank may require further written confirmation of instructions given orally or by facsimile. Any person authorized to sign on an account is also deemed to be authorized to conduct any transaction related to that account. Bank may, in its discretion, rely on any written notice containing signatures of an Authorized Person if Bank believes, in good faith, that the signature is genuine. Each Authorized Person may act alone.

If Bank receives conflicting instructions from an Authorized Person(s), the Bank may;

1. Honor one or more of the instructions received
2. Refuse to honor any of the instructions until Bank receives instructions to which all Authorized Persons agree upon or
3. Submit to a court all funds that are subject to the conflicting instructions

FEES

There may be fees associated with services, which will be disclosed on a separate page. Fees disclosed to you in connection with your account(s), such as monthly maintenance fees, transaction fees, etc. still apply. The Bank reserves the right to change fees at any time.

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. You agree to pay such charges and authorize the bank to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. If you close your account, you must contact us immediately to designate another account. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

HOURS OF OPERATION AND DAILY PROCESSING DEADLINES

Business Online Banking service is available 24-hours a day, seven days a week, except during special maintenance periods. For purposes of transactions, business days are Monday through Friday, except federal holidays. All transfers or transactions must be scheduled prior to 6:00 p.m. CT in order for the transaction to be completed that business day. Transactions initiated after the cut-off time on a business day, Saturday, Sunday or a federal holiday will be posted on the next business day. There may be separate requirements for cut-off time associated with specific Services (Remote Deposit Capture, ACH, or Business Bill Pay). These cut-off times will be disclosed in the separate agreement(s) for these services.

The Company can schedule transactions 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. Funds will be deducted from the Company 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 transaction to occur on a day other than a business day, it will be initiated on the following business day.

COMPANY RESPONSIBILITIES

Company is solely responsible for providing the required hardware and software and for securing an Internet service provider. Company is solely responsible for use of its computers and other devices used to access the Service (each, a "Computer" and collectively, the "Computers") and all errors, failures, or nonperformance arising out of the Computers, including but not limited to, improper operation, malfunction, viruses, worms, malware or similar malicious programs. Company agrees that it will not send Bank any viruses, worms, malware, or similar malicious programs or engage in any activity which may have a harmful effect on Bank's website providing access to the Service, such as launching a "denial of service" attack. Company is responsible for maintaining and ensuring the security of all Computers, systems, networks and Internet access used to access the Service. Company shall (i) ensure that its Internet connection is secured with a firewall configured to commercially reasonable standards; (ii) ensure that all Computers and devices that access the Service (and all Computers connected to the same Local Area network (LAN) as those Computers) are protected against viruses, worms, malware or similar malicious programs in a commercially reasonable manner; and (iii) immediately notify Bank if Company has knowledge or suspects that its Computers that access the Service (or computers connected to the same LAN as those computers) have been infected with any virus, worm, malware or similar malicious program.

For any Service(s) described in the Agreement utilizing the Internet, the Bank does not and cannot control the flow of data to or from the Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Company's connections to the Internet (or portions thereof). The Bank cannot guarantee that such events will not occur. Accordingly, the Bank disclaims any and all liability resulting from or related to such events and in no event shall the Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, Company's ability to connect to the Internet, or the Bank's ability to connect to the Internet on Company's behalf.

Access Credentials provide an Administrator and Users access to the Service. To the extent permitted by Applicable Law, Bank is entitled to act on all instructions received during sessions initiated through Access Credentials. Company is responsible for familiarizing an Administrator and all Users with these Terms and Conditions and for keeping all Access Credentials received by an Administrator and Users secure and confidential. If Bank accepts a request for a transfer of funds in good faith and executes and the request for transfer was initiated using Access Credentials provided to an Administrator or User, Company will be obligated to pay the amount of such funds transfer whether it was sent or authorized by such person.

Company represents that each Administrator and User who has been issued Access Credentials has general authority from Company's organization to give instructions within the access capability associated with such Access Credentials (including general authority over the movement of Company's funds in Accounts), all as evidenced in form acceptable to Bank, and that Bank has full authorization from Company's organization to rely and act upon instructions identified by such Access Credentials. Bank will not be liable to Company for the consequences of any such reliance.

PRIVACY

To provide Company with high-quality products and services, Bank collects and retains a certain amount of financial information about its customers. Bank recognizes it has an important responsibility to protect the privacy and security of Company's nonpublic information. Bank's information-sharing practices are designed to comply with federal standards and to protect the confidentiality of this information. Bank is committed to the security and confidentiality of company's nonpublic financial information. In addition to maintaining

reasonable physical, procedural and electronic security measures that comply with applicable laws, Bank's security practices include limiting access to nonpublic information to those Bank employees with appropriate authority and who need to know that information to provide products or services to Company.

TERMINATION

You may terminate this Agreement and the Company's use of the Service by calling us at (417) 869-9000 or by sending a written termination notice to Bank at the following address.

OMB
3570 S. National Ave. / P.O. Box 14050
Springfield, MO 65814-0050

You authorize us to complete fund transfers and/or transactions until we have had a reasonable opportunity to act upon your termination notice. Once Bank has acted upon Company's termination notice, Bank will make no further transfer or payments from Company's Account, including transfers or payments Company previously authorized. However, Company must cancel any automatic recurring payments using the Service prior to closing the Account, otherwise Bank may continue to make such payments.

We may terminate this Agreement and the Company's use of the Service at any time without giving the Company prior notice. In that event, or 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. This Agreement and the Company's use of the Service will be terminated automatically if your eligible account(s) are closed, or access to your eligible account(s) are restricted for any reason. This Agreement and your use of the Service may be terminated at any time without prior notice due to insufficient funds in one of the Company's eligible accounts. 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 attempts to enter your security access as an indication of an attempted security breach. Termination will not affect your liability or obligations under this Agreement.

WAIVER AND SEVERABILITY

Bank may waive enforcement of any provision of these Terms and Conditions. Any such waiver shall not affect Bank's rights with respect to any other transaction or modify these Terms and Conditions. No waiver by the Bank (whether or not in writing) of any term or condition shall bind the Bank to waive the same term or condition again. Any waiver (express or implied) by either party of 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.

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.

SECURITY

Services offered by Us require Company and any 3rd parties whom the Company or Bank has designated as an authorized persons to implement appropriate security measures, as set forth in Service Agreements. Bank agrees to maintain security features comparable to the most recent financial industry standards and reserves the right to modify or change security features and requirements, from time-to-time, as deemed appropriate by Bank. We and our 3rd party vendors utilize a comprehensive security strategy to protect the Company's accounts and transactions. However, security strategies are not designed to detect errors in the context or

transmission of any transaction or entry. The Company and its users are responsible for maintaining the integrity and confidentiality of User ID's, Security Passwords, Tokens, Personal Identification Numbers ("PINs"), and/or Test Codes, together known as "Security Assess Methods". The Company and its Authorized persons agree to use all Security Access Methods as required to comply with any other security procedures established by the Bank. The Company is liable for all transactions authenticated by the user of the Security Access Methods. The Company will notify Bank immediately, if it believes any of the Security Access Methods have been used without Company's permission. Bank will not be liable for non-authorized use of the Security Access Methods or for any losses that may result. Bank shall be entitled to rely exclusively upon the authority of a person using any of the Security Access Methods.

SECURITY PROCEDURES

Company acknowledges that Bank may employ various analytical tools and procedures that are designed to assist Bank in identifying suspicious online behavior and potentially unauthorized transactions that are initiated through the Service. Company agrees that Bank's use of these tools and procedures constitute part of the agreed-upon security procedures for the Service even if the specific tools and procedures used by Bank have not been disclosed to Company. Company also agrees that if Bank alerts Company to suspicious online behavior or potentially unauthorized transactions Company is solely responsible for acting on that alert and that Bank may conclusively assume that Company has approved such behavior or transaction if Company fails to respond promptly to any such alert. Company agrees to be bound by instructions, including wire transfer instructions, whether authorized or unauthorized, which Bank implements in compliance with the Security Procedures unless Company gives Bank prior notice of possible unauthorized use as described above and Bank has a reasonable opportunity to act on such notice.

Company agrees that these security procedures are commercially reasonable under UCC Article 4A and any entry received by OMB from the Company via the OMB Business Online Banking system will be deemed effective and the Company shall be obligated to OMB the amount of such entry even though Company may not have authorized such entry.

CHANGE IN TERMS

Bank may change, alter, delete, add to or discontinue features available in the Service and the related terms at any time, without prior notice to Company unless required by law. Company agrees that any use of the Service by an Administrator or User after a change becomes effective shall constitute Company's agreement to such change. Any required notification of changes to Company may be made either by mail or by e-mail in accordance with the Agreement.

ADDITIONAL DISCLOSURE

You understand information about your accounts or the deposits you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant call to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to the Service. Bank also reserves the right to conduct annual reviews and/or audits on any of the services provided to Company by Bank.

We may, from time-to-time, introduce new capabilities and services associated with these products. When this occurs, we will update the website and these enhancements will be incorporated into this existing agreement. In addition, we may amend or change the fees, type, amount or frequency of transactions; the Company's responsibility for unauthorized transactions under this Agreement; or any other provisions of this Agreement at any time. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the terms and conditions applicable to that eligible account. The Company's continued use of the Service constitutes your agreement to the amendment(s) or update(s). Such amendments shall become effective upon receipt of notice by Company or such later date as may be stated in Bank's notice to Company.

The Company may not transfer or assign its rights or duties under this Agreement. Whereas, Bank may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any 3rd party or parties.

INDEMNIFICATION

In addition to other indemnification and liability provisions elsewhere in this Agreement, to the fullest extent allowed by law, except for unauthorized transactions covered by Sections V, VI and VII in the Bill Pay section above, Company will be liable for, hold harmless, and will indemnify the Bank, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by the Bank arising out of Company's failure to report required changes, transmission of incorrect data to the Bank, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by the Bank's failure to exercise ordinary care or to act in good faith, Company agrees to indemnify and hold the Bank, its officers, directors, shareholders, agents, employees and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Agreement, (ii) the Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by the Bank to be an authorized representative of Company or Authorized User, (iii) Company's breach of any of Company's covenants, agreements, responsibilities, representations or warranties under this Agreement, and/or (iv) Company's breach of applicable laws, rules or regulations. The Company promises to Bank that: (a) The Company will cooperate with Bank in the defense of any action or claim brought against Bank seeking the forgoing damages or relief; (b) The company will in good faith cooperate with Bank should the bank present any claims of the forgoing nature against the Company to the Claims Commission of the State of Missouri; (c) The Company will not take any action to frustrate or delay the prompt hearing on claims of the forgoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing provided, however, the Company reserves its right to assert in good faith all claims and defenses available to it in any proceedings in aid Claims Commission or other appropriate forum. The obligation of this paragraph shall survive the expiration or termination of this Agreement.

The sole duty of Bank is to exercise ordinary care in the performance of the obligations under the Service Agreements and this Agreement. The Company and Bank agree that clerical errors and mistakes in judgment do not constitute a failure to exercise ordinary care or to act in good faith. Bank may use correspondent banks or other agencies in connection with any transaction hereunder but shall not be liable for their improper or negligent acts or omissions to act. Bank makes no representation or warranties, expressed or implied in law or in fact, including without limitation the implied warranties of merchantability, fitness or suitability of any compatibility of our software, equipment or communication interfaces with those used by the Company, provided under the Service Agreements.

FORCE MAJEURE

Bank shall not be liable for failure or delay in performance caused by any natural disaster, fire, flood, storm, power failure, equipment failure, interruption of communications, errors in transmission, suspension in payments by another financial institution, acts by any third party, emergency conditions, insurrection, acts of God or nature, acts of governmental authority, labor difficulties, equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities, delays or failure to act by Company or third parties and their personnel, criminal acts, or generally any cause reasonably beyond the Bank's control. In no event shall Bank, its officers, directors, agents and employees ever be liable or responsible for consequential, exemplary, punitive, special or incidental damages or losses, including lost profits (whether the claim is in contract, tort or otherwise, and whether or not Bank was advised of the possibility of such losses or damages). The Bank shall not be responsible for any liability, loss, or damage resulting from the Bank's failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy,

Compliance With Laws, Rules and Regulations. Company agrees to comply with all existing and future operating procedures used by the Bank for processing of transactions. Company further agrees to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission (FTC), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association (NACHA) and any other clearinghouse or other organization in which the Bank is a Company or to which rules the Bank has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

PROVIDER TERMS OF USE AND PRIVACY POLICY

The primary licensor for the online and/or mobile banking service you are using (the "Service") is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our Service, you hereby agree as follows:

(i) General. The Provider is not the provider of any of the financial services available to you through the Service, and the Provider is not responsible for any of the materials, information, products or services made available to you through the Service.

(ii) Provider Privacy Policy. Provider may access personal information while you use the Service. Provider may access records held by your financial institution for such information as your phone number, home address or email address. Provider will use this contact information to alert you about Service-related events or actions that require your attention. If you grant permission to use phone information, Provider will use the phone number to pre-populate forms that expect a personal phone number for contacting. If you grant permission to use your device's location, Provider will use the data when checking for nearby branch and ATM locations. If you grant permission to use access photos, media or other files stored on your device, Provider will use that information to add an image to a transaction and add a photo to your profile. If you grant permission to use a camera, Provider will use it when taking a picture to add an image to a transaction or to capture images of a check that is being deposited or to add a photo to your profile. In addition to this Provider Privacy Policy, your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services and products, including such information that may be gathered through use of this Service, such as the "Account Information" and "Registration Information" described below. A copy of that privacy policy is available from your financial institution.

(iii) Source of Information. The Service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.

(iv) Your Responsibility for Information. You are responsible for providing Provider with accurate and updated (as necessary) account numbers, usernames, passwords and other log-in related information ("Registration Information") so that the Service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.

(v) Rights You Grant to Provider. By submitting data, passwords, usernames, PINs, log-in information, materials and other Registration Information to Provider through the Service, you are voluntarily supplying that content to Provider for the purpose of providing the Service to you. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the Service, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the Service, you will be directly connected to the website for the third party you have identified. Provider will submit information including usernames and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you (such as account passwords and usernames) to accomplish the foregoing and to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks.

(vi) Consent to Use of Data. You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Service. Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

(vii) Disclaimer of Warranty. THE SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(viii) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF

ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(ix) Google Analytics. To assist Provider in maintaining and improving this application, Provider uses Google Analytics to gather information about usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use, and how they found the Service. Google Analytics does not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information. The information helps Provider improve the performance of this Service for you. For more information on Google's use of the data, please see the website "How Google uses data when you use our partners' sites or apps" located at <http://www.google.com/policies/privacy/partners/>.

(x) Miscellaneous. This End User Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Missouri, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this End User Agreement are subject to the exclusive jurisdiction of the courts of Missouri and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded. The primary licensor for the online and/or mobile banking service you are using (the "Service") is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our Service, you hereby agree to all of the above.