

MUTUAL'S ONLINE BANKING & BILL PAYMENT AGREEMENT

This Agreement describes your rights and obligations as a user of the Online Banking Service or the Bill Payment Service ("Services"). It also describes the rights and obligations of Mutual Savings Association, FSA. Please read this Agreement carefully. By enrolling, you agree to the following agreement for Personal Accounts or Business Accounts. By pressing the "I Accept" button below, you agree to comply with the terms and conditions of this Agreement.

Definitions

The following definitions apply in this Agreement. "Online Banking" is the Internet-based service providing access to your account(s) under the terms set forth in this Electronic Services Agreement; "Online Account" means any Mutual Savings Association, FSA account from which you will be conducting transactions using a Service; and "Password" is the code sent to you by Mutual Savings Association, FSA for use during the initial sign-on, or the code you select after the initial sign-on, that establishes your connection to the Service. "Time of day" references are to Central Standard Time or Central Daylight Time, as applicable. "We," "us" or "Mutual" refer to Mutual Savings Association, FSA, which offers the Services, and which holds the accounts accessed by the Services.

Access to Services

We will provide online instructions describing how to use the Online Banking Service or Bill Payment Service. You will gain access to your online accounts through the use of your internet-enabled computer using your Access ID, password and the layered authentication process. Layered authentication is an additional layer of security to the Online Banking process that further validates your identity. This process is designed to keep your personal account information protected from fraud and identity theft.

Hours of Operation

The Services are available 24 hours-a-day, seven days-a-week, except during special maintenance periods, which generally are scheduled between 11:00 p.m. Sunday night and 3:00 a.m. Monday morning. For purposes of transactions, Mutual's business days are Monday through Saturday, excluding holidays as determined by us. All Online Banking transaction requests received after 6:00 p.m. on business days, and all transactions which are requested on Sundays or holidays on which we choose to remain closed, will be processed on the next business day. Mutual's business day begins at 8:30 a.m.

Use of Your Security Password

You agree not to allow anyone to gain access to the services or to let anyone know your password used with the services. You agree to assume responsibility for all transactions up to the limits allowed by applicable law.

If Your Password Has Been Lost or Stolen

If your password has been lost or stolen, call us immediately at 913-682-3491, 8:30 a.m. to 5:00 p.m. Telephoning us is the best way of minimizing your losses. If you believe your password has been lost or stolen and you telephone or write us within four business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your password without your permission. If you do NOT telephone or write us within four business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00.

Banking Transactions with Online Banking

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

Transfer funds among your checking and savings accounts. NOTE: Because regulations require us to limit pre-authorized transfers (including Online Banking transfers), the following limitations apply:

Liquidity Manager Savings Account -- You can make no more than six transfers per statement period by pre-authorized or automatic transfers, telephone transfers, checks, drafts, debit cards or similar order made by the depositor and payable to third parties.

Initiate Bill Payments

New services may be introduced for Online Banking from time to time. We will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

The Bill Payment Service permits you to use your internet-enabled computer to direct payments from your designated online Bill Pay Account(s) to third parties you wish to pay. If you choose to utilize the Bill Payment Service, you may begin initiating payments immediately following receipt of your Online Banking Access ID and password. Your "Bill Pay Account" is the account for which you are viewing transactions when initiating a Bill Payment. This must be a checking account.

Through the Bill Payment Service, you can pay bills from your Bill Pay Account to:

Business Payees -- any business, merchant, or professional that generates a bill or invoice for products or services provided to you on your behalf and that has an address we can verify.

Individual Payees -- payments made to individuals, family, or friends for non-business purposes.

The "Date" is the date of the scheduled payment for bill payment. You may set up the following types of bill payments:

Single Payments -- a payment to be made to a payee one time.

Recurring Payments -- payments of fixed amounts to a single payee at recurring intervals (e.g., on-demand, monthly, quarterly, semi-annually, annually, weekly, bi-weekly, bi-monthly).

All payments you make will be deducted from the account that you designate as your Bill Pay Account on the payment date you scheduled. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time. You should not use the Bill Payment Service to make payments to settle securities purchases, payments/deposits to deposit type accounts, tax payments, or court ordered payments (e.g., alimony or child support payments). Payments for these payees will be your sole responsibility if delayed or improperly processed or credited. Funds must be available in your Bill Pay Account, on the date scheduled for payment. If the payment date scheduled falls on a non-business day (i.e., Sunday or holiday), funds must be available in your Bill Pay Account the following business day (e.g., Monday). After funds are withdrawn from your Bill Pay Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

If your Bill Pay Account does not have sufficient available funds on the payment date you scheduled, the payment will be canceled and will be attempted 2 more times. We will attempt to notify you by e-mail or U.S. Postal Mail, but we shall have no obligation or liability if the service does not complete a transfer or payment because there are insufficient available funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through the Bill Payment Service. In the case of Recurring Payments, only the payment currently scheduled will be canceled. Recurring Payments scheduled for future dates will not be affected. You must schedule the payment date at least seven (7) business days before any Payment Due Date

(that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other action taken by the payee.

You may schedule a payment or transfer up to 6:00 p.m. for it to be considered received on that day. Payments or transfers scheduled after 6:00 p.m. will be considered received the following business day. The time recorded by the Online Banking Services will be considered the official time. You will use the Bill Payment Service to change or cancel a payment. Once a bill payment transaction is in the system, you can make changes up to 6:00 p.m. the day before the transaction date. You cannot make changes on the date the transaction is scheduled. Attempts to do so may result in additional payments taking place. Once electronic debits have been processed, you may not place a stop payment. You may place a stop payment on a paper debit if it has not cleared. A stop payment fee will apply. Stop payment orders, whether oral, written, or electronic, will be in effect for a period of six months. If requested by us, you will confirm any stop payment order in writing. After six months, any stop payment will terminate and must be renewed to continue in effect. We may pay any item that is presented following the lapse of any stop payment order.

We are only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. We will not be liable in any way for delays in mail delivery, for changes to the payee's address or account number (unless you have advised us of the change sufficiently in advance), for the failure of any payee to correctly account for or credit the payment in a timely manner, or for any other circumstances beyond the control of Mutual.

Bill Payment Guarantee

We will reimburse you for any late payment fees or penalties you are charged up to a maximum of \$50.00 per scheduled payment, as a result of the failure of a Business Payee to receive a payment made through the Bill Payment Service by the bill's actual due date to the extent that Mutual has not refused the transaction if we reasonably believed such refusal is necessary for security reasons, if you meet each of the following conditions:

You must properly schedule the payment to be initiated on a date at least seven (7) business days prior to the bill's actual due date. This means that you must initiate a Single Payment before 6:00 p.m. on a business day at least seven (7) business days prior to the bill's actual due date. For Recurring Payments, this means that you must allow additional time for months in which weekends or holidays reduce the number of business days between the recurring scheduled payment date and the bill's actual due date.

- You must provide us with the correct Payee name, address, phone number and account information, and with the correct payment amount.
- On the scheduled payment date your checking account must contain sufficient available funds to complete the payment.
- The late payment fee or penalty, or the method of its calculation, must be published by the payee prior to the bill's actual due date.
- The Payee must be a Business Payee.

Statements

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

IF YOUR STATEMENT SHOWS TRANSFERS THAT YOU DID NOT MAKE, notify us immediately by calling us at 913-682-3491, 8:30 a.m. to 5:00 p.m. or writing us at:

Mutual Savings Association, FSA
Attention: Client Service Dept.
100 S. 4th St.
Leavenworth, KS 66048

If you do not notify us within sixty (60) days after the statement was mailed to you, you may not recover any money lost after the sixty (60) days which would not have been lost if we had been notified in time. If a good reason as reasonably determined by us (such as a long trip or hospital stay) delayed you from contacting us, we, at our option, may extend these time periods.

Errors and Questions

In case of errors or questions regarding an Online Banking or Bill Payment transaction, call us at 913-682-3491, or write us at:

Mutual Savings Association, FSA
Attention: Client Service Dept.
100 S. 4th St.
Leavenworth, KS 66048

(DO NOT SEND AN EMAIL WITH PERSONAL INFORMATION)

We must hear from you at the specified telephone number or address no later than sixty (60) days after we sent you the first statement on which the problem or error appeared. We will need:

- Your name and account number (if any).
- A description of the error or the transfer in question, and an explanation concerning why you believe it is an error or need more information.
- The dollar amount of the suspected error.
- The date on which it occurred.

If the report is made orally, we may require that you send the complaint or question in writing within ten (10) business days from your initial contact. We will notify you with the results of the investigation within ten (10) business days and will correct any error promptly. If more time is needed, however, we may, at our sole discretion, take up to forty-five (45) days to investigate a complaint or question. If this occurs, we will credit your account within ten (10) business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within ten (10) business days from your original contact, we may not credit your account until the investigation is completed. If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.

You agree that Mutual may respond to you by electronic mail with regard to any claim of unauthorized electronic fund transfer related to the Service. Any such electronic mail sent to you by us shall be considered received within three (3) days of the date sent by us, regardless of whether or not you sign on to your electronic mail service (email) within that time frame.

Limit of Mutual Savings Association, FSA and Other Providers Responsibility

Mutual agrees to make reasonable efforts to ensure full performance of Online Banking. We will be responsible for acting only on those instructions sent through Online Banking which are actually received, and cannot assume responsibility for malfunctions in communication facilities not under its control which may affect the accuracy or timeliness of messages you send. We are not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information you receive from us or Other Information Providers is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. We are not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any investment or other decision made using this information.

Neither Mutual nor other information providers is responsible for any computer virus or related problems which may be attributable to services provided by any Access Service Provider. You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing Online Banking. We will not be responsible for any loss, injury, or damage, whether direct or indirect, special, punitive, incidental or consequential, caused by Online Banking or your use of Online Banking. We will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

The limit of Mutual's liability shall be as expressly set forth herein. Under no circumstances will we be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Services, you agree to waive any and all right to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

Mutual's Responsibility

Mutual will be responsible for your actual losses if they were directly caused by our failure to:

- Complete an Electronic Funds Transfer as properly requested.
- Cancel an Electronic Funds Transfer as properly requested.

However, we will not be responsible for your losses if:

- Through no fault of Mutual, you do not have enough money in your account to make the transfer.
- Circumstances beyond our control (e.g., fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken.
- There is a hold on your account, or if access to your account is blocked in accordance with banking policy.
- Your funds are subject to legal process or other encumbrance restricting the transfer.
- Your transfer authorization terminates by operation of law.
- You believe someone has accessed your accounts without your permission and you fail to notify us immediately.
- You have not properly followed the scheduling instructions on how to make a transfer included in this Agreement.
- We have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- We have a reasonable basis for believing that unauthorized use of your password, Access ID or account has occurred or may be occurring.
- If you default under this Agreement, the Terms and Conditions of Deposit Accounts and Services, Account Disclosures, a credit agreement, or any other agreement with us.
- If we or you terminate this Agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages. If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

Electronic Mail

If you send Mutual Savings Association, FSA an electronic mail message, we will be deemed to have received it on the following business day. We will have a reasonable time to act on your e-mail. You should not rely on electronic mail if you need to communicate with us immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur).

You agree that Mutual may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by us shall be considered received within three (3) days of the date sent by us, regardless of whether or not you sign on to the Service within that time frame.

Do not use electronic mail for the transfer of personal information, i.e., passwords, account numbers, social security numbers, etc.

Other Agreements

In addition to this Agreement, you and Mutual agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at Mutual, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in Terms and Conditions of Deposit Accounts and Services and the fee schedule at the end of this Agreement. We will automatically deduct the fees related to this Service from your Bill Pay Account or other designated account each month.

Modifications to this Agreement

Mutual may modify this agreement applicable to either Service from time to time. The revised agreement shall be effective at the earliest date allowed by applicable law. You will be notified and required to re-accept the modified agreement. We may send any notice to you via electronic mail and you will have been deemed to have received it three (3) days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

Disclosure of Information to Third Parties

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers.
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- To comply with government or court orders, or other reporting requirements.
- If you give us your written permission.

Inactivity / Termination

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We can terminate your Online Banking privileges (including the Bill Payment Service) under this Agreement without notice to you for any reason; or if you do not pay any fee required by this Agreement when due, if you do not comply with the Agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

To cancel the Online Banking and/or Bill Payment Service, you must notify Mutual and provide your name; address; whether you are discontinuing Online Banking, Bill Payment or both; and the effective date to stop the service. When Bill Payment is terminated, any pre-scheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment Service will be assessed at the end of your statement cycle. You may notify us by one of the following methods:

1. By initiating a customer inquiry through our Website (Web@MutualMail.com).
2. By calling 913-682-3491, 8:30 a.m. to 5:00 p.m.
3. By writing a letter and sending it to the following address:

Mutual Savings Association, FSA
Attention: Client Service Dept.
100 S. 4th St.
Leavenworth, KS 66048

Governing Law

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

Fee Schedule

The fees will be deducted automatically from the Bill Pay Account/Online Enrollment account. Account research and stop payment charges will be assessed at the rates published in Mutual's Terms and Conditions of Deposit Accounts and Services. These fees are subject to change. We will notify you in writing regarding any fee changes at least thirty (30) calendar days in advance of the effective date of these changes.

Note: For any relationship where there are individual and joint accounts in a single household, clients must enroll separately to insure that access to individual accounts within that household is limited to the authorized owner only. Each client will then receive a separate Access ID and Password.

The initial Access ID and Password will be produced and mailed to the client whose social security number was used in the enrollment process. This will give that individual client access to accounts in which he is an owner and authorized signer.

There will be a one time setup and implementation fee of \$4.95 per individual enrollment (Access ID and Password).

For those clients within the same household who enroll separately but share the **same primary checking account**, there will be a \$1.00 monthly Online Banking fee and if selected, a \$4.95 monthly fee for Bill Payment.

For those clients within the same household who enroll separately and have **different primary checking accounts**, there will be a \$1.00 monthly Online Banking fee and if selected, a \$4.95 monthly fee for Bill Payment **per primary checking account**.

6-2009