

# ONLINE BANKING AGREEMENT

This Agreement describes your rights and obligations as a user of the Online Banking Service. It also describes the rights and obligations of Mutual Savings Association. 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 account from which you will be conducting transactions using a Service; and "Password" is the code sent to you by Mutual Savings Association 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, 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. 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. Transfer funds to make a loan payment with loans you have with Mutual Savings Association.

*Savings and Money Market Accounts* – You are limited to six (6) transfers and withdrawals (debits) each statement period. Each additional transfer or withdrawal (debit) will incur a fee of \$3.00 per item.

### **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  
Attention: Client Service Dept.  
100 S. 4<sup>th</sup> 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 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 Deposit Account Agreement, 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 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 our Electronic Fund Transfer Disclosure and Agreement and fee schedule at the end of this Agreement. We will automatically deduct the fees (if applicable) related to this Service from your enrollment 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. Charges (if applicable) 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  
Attention: Client Service Dept.  
100 S. 4<sup>th</sup> St.  
Leavenworth, KS 66048

### **Governing Law**

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

### **Fee Schedule**

Fees (if applicable) will be deducted automatically from the Online Enrollment account. Account research and stop payment charges will be assessed at the rates published in Mutual's "Fee Schedule" for deposit accounts. 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 maintain a separate Access ID and Password.**