

## Solutions North Bank

### ONLINE BANKING AGREEMENT & ELECTRONIC FUNDS TRANSFER DISCLOSURE

This Online Banking Agreement and EFT Disclosure ("Agreement") describes your rights and obligations as a user of the Online Banking, Mobile, ACH, External Transfer, and/or Bill Pay Service ("Services"). It also describes the rights and obligations of Solutions North Bank ("Bank"). Please read this Agreement carefully. By requesting and using one or all of these Services, you agree to comply with the terms and conditions of this Agreement.

#### Online Banking

#### Definitions

The following definitions apply in this Agreement:

- "Authorized Representative" refers to a person with authority (with respect to the account);
- "Bill Pay" is the online service that enables the scheduling of bill payments using a personal computer;
- "ISP" refers to your Internet Service Provider;
- "Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking;
- "Online Banking" is the internet-based service providing access to your Bank account(s);
- "Online Account" means the Bank account from which you will be conducting transactions using a Service;
- "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
- "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
- "Time of day" references are to Central Standard Time;
- "User ID" is the customer-generated code selected by you for your connection to the Service;
- "We", "us", or "Bank" refer to Solutions North Bank which offers the Services and which holds the accounts accessed by the Services; and
- "You" or "your" refers to the owner of the account or the authorized representative.
- For purposes of transactions, the Bank's business days are Monday through Friday, excluding Saturday, Sunday, and Federal holidays. The Bank's business day begins at 8:00 A.M.
- "Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. **Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.**

#### Access to Services

The Bank will provide instructions on how to use the Online Banking and Bill Pay Services. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your Password and your User ID. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

You may access any of your personal accounts online. For Bill Pay services, one of the online accounts must be a checking account. Once you have selected your primary account you may select additional accounts including other checking, savings, certificates of deposit, individual retirement accounts or loan accounts.

With Online Banking, Bill Pay Services, and the App you may:

- Obtain information on your checking, savings, money market, certificates of deposit, individual retirement account, and loan account(s) such as balance inquiries, posted transactions and statements.
- Make one-time transfers or schedule future or recurring transfers, including loan payments at Solutions North Bank. You may transfer funds among your checking, savings and money market accounts.
- Access your primary checking account to pay most bills..

- Change your Online Banking User ID and Password.
- Send electronic mail to the Bank and receive electronic mail from the Bank.
- Create ACH transactions once approved by the Bank.
- Transfer funds to/from an account you own at another institution after approval from the Bank.
- Have the ability to upload a deposit for posting via Mobile Deposit once enrolled in that feature.
- Submit an address change.

**NOTE:** Because regulations require the Bank to limit preauthorized transfers (including automatic, telephone, and Online Banking transfers), the following limitations apply:

- *Money Market and Regular Savings account(s):* Regulation D allows you no more than six (6) transfers or withdrawals per month unless these transfers/withdrawals are made in person by entering a Solutions North Bank office or through the use of an ATM.

Should you exceed the permitted number of transfers/withdrawals on an account, the Bank will be required to close the account, impose a fee, and/or change the account to a demand deposit account.

**Additional Services.** New services may be introduced for Online Banking from time to time. The Bank will notify you 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.

### **Online Banking and Bill Pay Fees**

The Bank offers the benefits and convenience of Online Banking and Online Bill Pay to you for free.

We reserve the right to change the monthly maintenance fees for the use of these services. We will notify you in writing thirty (30) days before any change goes into effect. Your use of these services after the effective date of change confirms your acceptance of the new fees. Service fees for other banking transactions may be covered in supporting documentation from the Bank, such as account agreements and disclosures.

### **Registration for Solutions North Bank Online Banking Service**

Solutions North Bank Online Banking can be accessed via a log in menu option or "button" found on Solutions North Bank's home page, [www.snbks.com](http://www.snbks.com). You may become eligible for Online Banking by completing a Solutions North Bank Online Banking Application in person, by telephone, or by applying online. Registration forms are subject to approval by the Bank and, in order to use Online Banking, you must have an open account with the Bank and be authorized to access the account for which you request access. By clicking the "Accept" or "Agree" button for Solutions North Bank Online Banking Application, you agree to the terms of this Agreement. Joint accounts will qualify for Online Banking, Online Transfer, Mobile Deposit or Bill Pay features, provided only one signature is required to authorize withdrawals. Accounts requiring two or more signatures will only qualify for account viewing and deposit access.

### **Equipment and Technical Requirements**

It is your responsibility to acquire the software or equipment necessary to use Online Banking. To access Solutions North Bank Online Banking and to perform transactions, you must have Internet access with a web browser. You acknowledge that access to Online Banking and the availability of services hereunder is at all times conditioned upon the availability of the computer services, software and system used to communicate your instructions and the Bank's responses

### **Use of Your Security Password**

You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or User ID;
- Do not leave your PC unattended while you are in the Bank's Online Banking Site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

You understand that all User IDs, Passwords and any other security codes (collectively, the "Codes") provided to you by the Bank in connection with Online Banking are confidential and should not be disclosed to third parties. You are responsible for the safekeeping of your Codes, and agree not to disclose or otherwise make your Codes available to anyone not authorized to sign on your accounts. If the confidentiality of your Codes is compromised, you shall notify us immediately. If you furnish your Solutions North Bank Online Banking Codes to another person and then grant that person the authority to make bill payments and they exceed that authority, you are liable for all subsequent bill payments and/or transfers until we have been notified that the bill payments and/or transfers by that person are no longer authorized. You agree that these security procedures are commercially reasonable and are designed to authenticate your transactions.

### **Notification of Unauthorized Transaction or Lost or Stolen Access Device**

If you believe your User ID and Password have become known by an unauthorized person or has been lost or stolen, or that someone has made bill payments or transferred money without your permission, call the Bank immediately at 785-743-2104 or contact your local branch. Normal hours of operation are 8:00 A.M. to 4:00 P.M., Monday through Friday, however, you may leave a message with your contact information after hours. Telephoning the Bank is the best way of minimizing your losses and liability.

If you believe your Password has been lost or stolen, you should use the Password change feature within the Online Banking section of the Web site to change your Password immediately. You can also call or visit the bank to have your User ID reset.

### **Electronic Mail**

If you send the Bank an e-mail message, the Bank will be deemed to have received it on the following business day. You should not rely on e-mail 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.

- **NOTE:** E-mail transmissions outside the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system. To securely contact the bank electronically you must be logged in to your online account, then select Correspondence and Messages. Use this secure system to e-mail the Bank regarding inquiries about an electronic funds transfer error resolution, reporting unauthorized transactions, or contacting the Bank regarding other concerns of a confidential nature.

### **Confidentiality and Security**

The circumstances, under which we will disclose information about you or your accounts, have been separately disclosed to you in our Privacy Policy and in other disclosures, which have been provided directly to you. Our Privacy Policy may change from time to time and is always available online and at any bank location.

### **Web Transfers**

Web transfers may be scheduled using Solutions North Bank Online Banking service between accounts at the Bank which have been made accessible via Online Banking. Account transfers initiated before 4:00 P.M. Monday through Friday, excluding Federal Holidays and other posted closures, will post to your account the same day. Account transfers initiated over a weekend, Holiday, Posted Closure, or after 4:30 P.M. will post to your account the next business day.

### **Bill Pay Services**

#### **General Information and Set Up**

The Bill Pay Service permits you to use your internet-enabled device to direct payments from your designated online Bill Pay Account to third parties you wish to pay. You must be enrolled in Online Banking to access the Bill Pay feature. Your Bill Pay Account must be a checking account. Through the Bill Pay Service, you can pay bills from any checking account set up in Bill Pay to businesses or individuals.

Bill payments may be initiated in two different transaction modes, One-Time and Recurring. In order to pay bills, you must first establish your payees and sufficient funds must be available. Payees may either receive payments via an electronic transmission or a check drawn on your account.

Electronic payments will typically be sent by the Bill Pay Service one day before the scheduled due date, so that it should reach the payee on the due date. Therefore, the earliest due date available for electronic Bill Pay transactions will be one (1) business days from the date of entry. (Depending on the time of entry, this could be two (2) business days.) The funds will be deducted from your account on the date the transfer is initiated.

Check or paper payments will be mailed three (3) business days prior to the selected due date. Thus, the earliest due date available for non-electronic payees will be four (4) business days from the date of entry. (Depending on the time of entry, this could be five (5) business days.) The funds will be deducted from your account at the time you initiate the check to the payee.

You understand that if a bill payment request describes the beneficiary inconsistently by name and account number, execution of the request will occur on the basis of the account number, even if it identifies a person other than the named beneficiary.

You must allow sufficient time for the payee to receive the bill payment before the due date the payee provides you, excluding grace periods. If payment doesn't reach the payee by the due date, you assume full responsibility for all late fees, finance charges and any other actions initiated by the payee against you. If a check or paper bill payment is not received by a payee for any reason, with your authorization, the Bank will place a stop payment on the check and the Bank's normal stop payment fees will be assessed. In all instances, it is your responsibility to reschedule the bill payment.

If an electronic payment transaction is not processed because there are insufficient funds in the funding account, we are not responsible for the failure of this transaction. You will receive a message within your Online Banking service advising you that the bill payment transaction could not be processed. Payment will attempt processing for two days after the scheduled payment date, however, if sufficient funds are not available during that window, the payment will not be processed. If there are insufficient available funds in your account at the time a bill payment check is presented for payment, the check may be returned to the payee and the Bank's normal insufficient funds or returned check fee will be assessed.

If more than one person has access to a Bill Pay Account, each person may individually enroll in the Bill Pay Service. Each enrolled person needs a unique password but may choose to use the same payee list. Each individual may terminate his/her enrollment in the Bill Pay Service without affecting the Service for any other person enrolled in that Bill Pay Account. However, any enrolled person may terminate the Bill Pay Service which will terminate the service for all enrolled persons on that Bill Pay Account.

The Bank is responsible only for exercising reasonable and ordinary care in making bill payments upon your authorization and for sending or mailing a bill payment to the designated payee based on the circumstances as outlined.

### **Authorization to Charge Accounts**

You authorize the Bank to charge your account(s) and facilitate the requests you initiate using Online Banking for bill payments and/or transfers, including the amount for any recurring bill payment or transfer, plus any service charges for Online Banking or Bill Pay without requiring your signature on the item and without prior notice to you.

Before any bill payment and/or transfer requests are processed, sufficient available funds must be in the account(s) from which the funds are to be debited.

You understand that in adding a payee or maintaining a payee list, even if no payments are scheduled, you are electing to use the full Solutions North Bank Online Banking service with the Bill Payment feature and therefore will be charged accordingly. You authorize the Bank to process bill payments and to transfer funds according to the instructions the Bank receives if the instructions are received by the Bank through Online Banking. You authorize the Bank to initiate any reversing entry or correcting entry and to debit your account(s) at Solutions North Bank or elsewhere, in order to correct any mistaken entry.

## **Documentation and Verification of Bill Payments and Transfers**

### **Confirmation Numbers**

After scheduling a transaction using Online Banking, a confirmation number will be given. You should record this number, along with the payee, scheduled date and transaction amount in your checkbook register (or other permanent record) or you may wish to print the confirmation screen. These procedures will help in resolving any problems that may occur. Other than your ability to print the confirmation screen, no printed receipts are issued through Online Banking.

### **Preauthorized Deposits or Transfers**

If you have arranged to have direct deposits or transfers made to your account, you can find out whether or not they have been made through Online Banking. -

### **Periodic Statements**

Your regularly scheduled bank statements will contain the online banking transactions that affect your account. If your account was set up for a statement cycle less frequent than monthly and an online banking transaction or other electronic transaction is initiated, a monthly statement will be issued automatically.

## **Mobile Banking Services**

**Description of Service.** Where offered, Mobile Banking is a supplemental service to our Online Banking services. To utilize the Mobile Banking Service, you must be enrolled to use Online Banking and then activate your Device within the Online Banking system. Mobile Banking allows you to access your Solutions North Bank account information, view balances and transaction history, make payments to payees and transfer funds to your other Solutions North Bank accounts.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supported by all Devices. Solutions North Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

**Device Requirements.** iOS 9.0 is the minimum OS version for iOS at this time, though this can change as Apple removes features and forces upgrades as part of their product planning. Android devices currently require Android 4.1 or above, though, again, that will change over time. You may contact the bank for the most current requirements.

**Use of Service.** In order to properly use Mobile Banking, you must enroll in online banking and set up your Preferences for Mobile Enrollment and Mobile Authorization. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

**Other Agreements.** You agree that when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this Service is also subject to the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

### **Permitted Mobile Banking Transfers**

You may use the Service to transfer funds between your eligible Solutions North Bank accounts ("Internal Transfer"). You may transfer to or from an Account at another financial institution using Mobile Banking, however, this "External Transfer" must first be set up through the Online Banking program. All other Mobile Banking capabilities are the same as those for transfers using Online Banking.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice.

### **Your Responsibilities**

You represent and agree to the following by enrolling for Mobile Banking or by using the Service:

**Account Ownership/Accurate Information.** You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

**User Security.** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to use any personally identifiable information when creating shortcuts to your Account. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you will be held responsible for any transactions they authorize, just as though you authorized the transaction yourself.

**User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

**No Commercial Use or Re-Sale.** You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

**Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Solutions North Bank, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

## Text Banking Terms

Your use of the Text Banking Service ("Service") constitutes your agreement to these terms and conditions. We may amend these terms, and modify or cancel the Service or any of its features without notice.

You agree to provide us with a valid mobile number. You agree that we may send you text messages through your wireless provider. We do not charge for the Service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless service provider.

**You understand that balances provided may not include recent or pending transactions that have not yet posted to your account and that other restrictions may apply. See your account agreement for more information.**

Notify us immediately of any changes to your registered Device. In case of unauthorized access to your Device or Service, you agree to cancel enrollment associated with the Device immediately.

You agree to indemnify, defend, and hold us harmless from any third party claims, liability, damages or costs arising from your use of the Service or from you providing us with a phone number that is not your own.

You agree that we will not be liable for failed, delayed, or misdirected delivery of, any information sent through the Service; any errors in such information; any action you may or may not take in reliance on the information or Service; or any disclosure of account information to third parties resulting from your use of the service. **We will not be liable to you for special, indirect or consequential damages.**

## Additional Services

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by Law.

## External Transfer Services

### Definitions

*External Accounts* - Accounts held by financial institutions other than Solutions North Bank are referred to within this Agreement as "External Accounts".

*External Transfer* - refers to the transfer of funds between your deposit accounts at Solutions North Bank and accounts held at other financial institutions (External Accounts).

*Inbound Transfer* - refers to a transfer of funds "to" your deposit account(s) at Solutions North Bank from an External Account.

*Outbound Transfer* - refers to the transfer of funds "from" your deposit account(s) at Solutions North Bank to an External Account.

*Next-Day Transfers* - Funds are debited and credited within 1-2 business days after you initiate the external transfer request.

*Three-Business-Day Transfers* - Funds are debited the business day you initiate the external transfer request, and credited on the third (3rd) business day after you initiate the transfer.

*Cut-off Time* - The cut-off time for scheduling external transfers is 4:00 P.M. CST. Any External Transfer request made after the Cut-Off Time will be initiated the next business day.

## **Enrollment and Approval of External Accounts**

If the bank has this feature available, you may enroll for the External Transfer feature within the Internet Banking Service. As part of the enrollment process, you will need to request approval of each External Account that you wish to use for the External Transfer service. You agree that you will only attempt to register accounts for which you have the authority to transfer funds.

## **Fees**

- A. Inbound Transfers:
  - There is no fee for transferring funds into the bank.
- B. Outbound Transfers:
  - There is no fee for transferring funds out of the bank.

## **Processing External Transfers**

Most Inbound and Outbound Transfers will be considered next-day transfers. However, we reserve the right to process any transaction as a Three (3) Business Day transfer.

An External Transfer request remains in "Pending" or "Awaiting Approval" status until fully processed by the Bank. Transfers in "Pending" or "Awaiting Approval" status will appear under the Transfer tab in "External Transfers" within the Online Banking program.

## **Transactional Limits**

Transactional Dollar limits may be imposed for In-Bound and Out-bound Transfers. These limits will be disclosed to you upon approval of your External Account(s).

Any dollar limits imposed will apply to the total of all transfers to a specific External Account on any given day. Any transfer initiated on a day that is not a business day, as defined within our Internet Banking Agreement, counts toward the applicable limit for the next business day.

## **Editing or Canceling External Transfers.**

Pre-Scheduled External Transfer requests can be edited or canceled prior to Cut-Off Time on the scheduled processing date. After Cut-Off Time the External Transfer request is submitted to Solutions North Bank and its service provider(s) for processing and we will not have sufficient time to respond to any cancellation requests.

## **Service Termination and Changes in Dollar Limits**

You agree we may cancel your access to the External Transfer service, without prior notice, upon the occurrence of any of the following events, or any other event that creates an unanticipated liability for this Institution:

- Any of your accounts with Solutions North Bank are not current or are not in good standing.
- You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Solutions North Bank account during the current or three prior calendar months.
- You have had any prior External Transfer canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

Furthermore, we may change the dollar limits for External Transfers at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits, without prior notice, upon occurrence of any of the events listed in this section of the Agreement.



## **Other Terms and Conditions**

### **Governing Law and Relation to Other Agreements**

Accounts and services provided by Solutions North Bank may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Kansas, without regard to its conflicts of laws and provisions.

### **Standard of Care**

The Bank will use due care and act in good faith in connection with providing the services to you. The Bank does not warrant or represent that Online Banking will operate uninterrupted or that Online Banking will be error free. The Bank will use reasonable commercial efforts under the circumstances to contract with third parties as required for the products and services on which Online Banking is dependent including, but not limited to: communication carriers, network service providers, equipment manufacturers and their associated hardware and software providers.

### **Other Conditions**

You are responsible for complying with all Terms and Conditions of this Agreement and the regulations governing the deposit accounts which you access using Online Banking. We can terminate your Solutions North Bank Online Banking privileges without notice to you if you do not pay any fee(s) as detailed in this Agreement when they are due, or if you do not comply with the terms of any agreements associated with your accounts and/or your Solutions North Bank Online Banking service, as modified from time to time.

Except as governed by federal law or regulation, the Terms & Conditions of this Agreement shall be governed by the substantive laws of the United States and the laws of the state of Kansas, without regard to such state's rules regarding conflict of laws and without regard to your state of residence. The venue for all litigation relating to this Agreement shall be in any county in Kansas in which the Bank has a retail office.

### **Change in Terms**

Changes in the terms of Solutions North Bank Online Banking Agreement & Electronic Funds Transfer Disclosure may be made by the Bank from time to time. A change with positive impact to customers will take effect immediately. Any changes that would be considered to have a negative impact will become effective upon the earlier of:

- Logging on to your Online Banking account and encountering a terms "pop up" to which you click "I agree" or "I accept" in order to proceed activates the new terms immediately.
- The expiration of a thirty (30) day period of posting of such changes in the Bank; or
- Thirty (30) days after the mailing, electronic mailing or delivery of notice thereof to the depositor by enclosing the notice in your monthly statement. If there is more than one depositor, then the Bank will only send the notice of change to one depositor. The revised Agreement will become applicable to this service on the date specified unless you close your account before that date. You acknowledge and are aware that a copy of the Online Banking Agreement & Electronic Funds Transfer Disclosure and Account Disclosures are always available at the Bank's main office.

### **Terms and Conditions Disclosure**

By using Online Banking, you acknowledge receipt of and agree to be bound by this Solutions North Bank Online Banking Agreement & Electronic Funds Transfer Disclosure as well as Solutions North Bank's Checking and Savings Account Disclosures, which were received by you at the time your account was opened, plus any amendments to these instruments, which will be furnished to you as they occur. If there are any changes with any of these agreements and/or disclosures, the latest dated document will govern.

## **Notices**

Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically. All notices to you shall be sent to your email address as it appears in our account records. If there is more than one signer on an account, notice to one of you is notice to all.

Notices to the Bank shall be sent to Solutions North Bank, Attention: Online Banking, P. O. Box 511, Stockton, Kansas 67669, or may be sent by electronic mail using the Solutions North Bank Online Banking mail service or directly e-mailing to [snbfalcon@snbks.com](mailto:snbfalcon@snbks.com). Other than as specifically provided herein, notices to the Bank are effective when received.

## **Right of Termination**

You may cancel your Online Banking and/or Bill Pay Services at any time by calling any branch, providing written notice, or e-mailing the Bank at [snbfalcon@snbks.com](mailto:snbfalcon@snbks.com). If you have payments or transfers scheduled after cancellation, it is your responsibility to make other arrangements for those payments or transfers.

We may immediately terminate your Online Banking and/or Bill Pay privileges without notice to you under the following circumstances:

- you do not pay any fee required by this Agreement when due;
- you do not access Online Banking for 6 months;
- you do not pay any bills through Bill Pay Service for 3 months;
- 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.

## **Disclaimer of Warranties**

Except as expressly set forth in this Agreement, the Bank makes no representations or warranties, expressed or implied, including without limitation any warranty or merchantability or fitness for a particular purpose with respect to the services to be provided under this Agreement. The Bank does not own the software which is incorporated in Solutions North Bank Online Banking Services, Mobile Banking, Mobile Deposit, or Bill Pay Services.

**See the Electronic Funds Disclosure for additional information.**

## IMPORTANT ACCOUNT INFORMATION FOR OUR CUSTOMERS

from

**Solutions North Bank**

**123 N Cedar**

**Stockton, KS 67669**

**(785)425-6721**

### **ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES**

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties** - You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

**Preauthorized credits** - You may make arrangements for certain direct deposits to be accepted into your checking or savings.

**Preauthorized payments** - You may make arrangements to pay certain recurring bills from your checking or savings.

**Electronic check conversion** - You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

**Electronic returned check charge** - You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**ATM card transactions** - types of transactions - You may access your account(s) by ATM using your ATM card and your personal identification number (PIN) to:

withdraw cash from checking or savings

- transfer funds from checking and savings to checking and savings
- get balance information about checking or savings

Some of these services may not be available at all terminals.

**Debit Card ATM transactions** - types of transactions - You may access your account(s) by ATM using your Debit Card and your personal identification number (PIN) (as applicable) to:

withdraw cash from checking or savings

transfer funds from checking and savings to checking and savings

get balance information about checking or savings

Some of these services may not be available at all terminals.

**Debit Card point-of-sale transactions** - types of transactions - You may access your checking or your designated checking and savings accounts account(s) using your Debit Card to do transactions that participating merchants will accept, including:

- purchase goods in person, by phone, or online

pay for services in person, by phone, or online  
get cash from a participating merchant or financial institution  
transfer funds between designated accounts

**Online banking** - types of transfers - You may access your accounts at [www.snbks.com](http://www.snbks.com) and using your user ID, and password to:

transfer funds from checking, savings, and officer approved lines of credit to checking and savings  
make payments from checking and savings to loans and lines of credit  
get balance information about checking, savings, certificate of deposit, line of credit or other loans  
get withdrawal history about checking, savings, certificate of deposit, line of credit or other loans  
get deposit history about checking, savings, certificate of deposit, line of credit or other loans  
get transaction history about checking, savings, certificate of deposit, line of credit or other loans

**Bill Pay through Checkfree** - types of transfers -

You may access this service by computer at [www.snbks.com](http://www.snbks.com) and using your user name and password and account number(s).

You may also access this service by mobile phone with online capabilities. See the Online Banking Agreement & Electronic Funds Transfer Disclosure for more information.

You may access this service to:

- make payments from your checking account(s) to payees as specified by you.

**Mobile Banking** - types of transfers - You may access your accounts remotely with your cell phone or other mobile access device and using your User identification name, Password and Responses to multifactor authentication questions. You may use this service to:

- transfer funds from checking, savings, and officer approved lines of credit with online banking access to checking, savings, and loans with online banking access
  - make payments from checking and savings with online banking access to loans and lines of credit with online banking access
- get balance information about any account linked to your online banking user ID  
get withdrawal history about any account linked to your online banking user ID  
get deposit history about any account linked to your online banking user ID  
get transaction history about any account linked to your online banking user ID  
Make deposits to checking or savings accounts

Your mobile service provider's standard service fees, such as text message fees or similar charges, will apply to all transactions. Check with your service provider for information about these fees. See your Online Banking agreements and Electronic Funds Transfer disclosure for additional details.

**Limits and fees** - Please refer to our fee disclosure for information about fees and limitations that may apply to these electronic fund transfers.

**ATM Operator/Network Fees** - When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**Limitations on frequency of transfers** - In addition to those limitations on transfers elsewhere described, if any, the following limitations apply to your Savings, Money Market account(s):

You are limited to a combination of 6 transfers or withdrawals per statement cycle. This includes checks, drafts, or debit card transactions. You can make an unlimited number of withdrawals from the ATM as long as you do not exceed the dollar limits or your account balance. In-person withdrawals at the bank are also unlimited, as are mailed requests for withdrawals. Savings accounts will be assessed a \$ 2.00 per debit charge after ten debits each statement cycle. See your Money Market or Savings disclosures for full details.

### Documentation

**Terminal transfers** - You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

**Preauthorized credits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (785)425-6721 to find out whether or not the deposit has been made.

**Periodic statements** - You will get a monthly account statement from us for your EFT affected account(s).

### Preauthorized Payments

**Right to stop payment and procedure for doing so** - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

**Notice of varying amounts** - If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Liability for failure to stop payment of preauthorized transfer** - If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### Financial Institution's Liability

**Liability for failure to make transfers** - If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

### Confidentiality

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as described in our privacy policy disclosure, provided separately.

### Unauthorized Transfers

**(a) Consumer liability.** (1) Generally. Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within 2 business days after you learn of the loss or theft of your card and/or PIN code, you can lose no more than \$50 if someone used your card without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or PIN code, and we can prove we could have stopped someone from using your card and/or PIN code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, PIN code, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost

after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

(2) Additional Limits on Liability for MasterCard(RI debit card. You will not be liable for any unauthorized transactions using your MasterCard debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Refer to the Consumer Liability section, listed above, for the prompt reporting requirements. (MasterCard is a registered trademark of MasterCard International Incorporated.)

(b) **Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

#### **Error Resolution Notice**

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before the account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

If you have inquiries regarding your account, please contact us at:

Solutions North Bank

Attn: Bookkeeping

PO Box 187

WaKeeney, KS 67672

BUSINESS DAYS: Monday, Tuesday, Wednesday, Thursday and Friday

Holidays are not included.

PHONE: (785)743-2104

#### **Other Terms**

ATM or Debit card use at an ATM that is not part of the DCI network will result in a \$1 per transaction fee, assessed directly on your account. This includes withdrawals, transfers and balance inquiries at the out of network ATMs, and will be in addition to any fees charged by the owners of the out of network ATM.

ATM and Debit transactions processed at an international ATM or merchant will be assessed a fee of 1.7% of the dollar volume of the international transaction, which is equal to the fee that is assessed by MasterCard.

ATM Transaction Limit:

ATM Card - \$210

Debit Card - \$1,000

Account Transfer - \$5,000

Point-of-Sale Daily Limit:

Debit Card - \$2,000

See your "Important Account Information" handout for account-specific details, including per debit fees that may be assessed.

Additional terms apply to the Online, Bill Pay, and Mobile Banking options. See the Online Banking Agreement & Electronic Funds Transfer Disclosure for this information.

Daily Transaction Limitations: Bill Pay - \$5,000, Mobile Deposit - \$5,000 (a 30-day limit of \$30,000 also applies), P2P Transfer - \$500, External Transfer - \$5,000

Exceptions may be granted at the bank's discretion. Contact your branch to make a request.

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

