

Verus Bank Online Banking Agreement

PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS. THIS AGREEMENT CONTAINS THE ONLINE BANKING AGREEMENT, CONSENT TO RECEIVE ELECTRONIC DOCUMENTS, AND MOBILE BANKING ADDENDUM.

This Online Banking Agreement (the “Agreement”) sets forth the terms and conditions governing the use of Verus Bank’s Online Banking Service (the “Service”). By clicking AGREE at the bottom of this Agreement, or by using this Service, you are agreeing to the terms and conditions set forth in this Agreement. These terms and conditions are in addition to other Account agreements, disclosures, and other documents (including but not limited to, the Deposit Account Agreement and Disclosure, the Electronic Funds Transfer Agreement and Disclosures (for Consumers), and the Certificate of Resolution authorizing use of the Service (for Businesses)) that apply to any Account you have with Verus Bank. In this Agreement, “Customer” or “you” or “your” refers to the person(s) subscribing to or using the Service and “the Bank” or “we” or “us” or “our” refers to Verus Bank.

Definitions Whenever used in this Agreement, the following words and phrases shall have the meaning specified:

“Account” shall mean any checking, savings, money market, time deposit account, or loan of which you are an owner.

“Bank,” “we,” “us,” or “our” refers to Verus Bank.

“Business” shall mean a customer that is an entity and using an Account other than for personal, family or household purposes.

“Business Day(s)” means any calendar day other than Saturdays, Sundays, or any federally recognized holiday. “Consumer” shall mean a customer who is a natural person and using an Account primarily for personal, family or household purposes.

“Mobile Banking” means banking services accessible from the Mobile Device(s) you have registered with us for Mobile Banking.

“Mobile Device” means a supportable device that includes, but is not limited to, “cell phones”, “PDAs” (Personal Digital Assistants), “pagers,” and “computer tablets,” that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. **Please note that your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.**

“Transfers” shall mean transfers between a customer’s Accounts at the Bank and payments on loans the customer has with the Bank.

“You” or “your(s)” refers to each person(s) with authorized access to your Account(s) who applies for, subscribes to, or uses the Online Banking or Mobile Banking Service.

“Additional Services” shall include the following add-on services obtained through access to the Online Banking service (Service):

- Mobile Banking
- Bill Payment Service
- Popmoney®
- A2A (Account to Account transfers)

Online Banking Service You may use the Service, through a Personal Computer (“PC”) and an Internet connection, to obtain Account balances, obtain transaction information, obtain

statements on your Accounts, to transfer money between your Accounts, and to make payments on loans you have with the Bank. Transfers and withdrawals from your savings and money market Accounts are considered pre-authorized transfers and are limited by federal regulations to six (6) per monthly statement cycle as more fully set forth in the Deposit Account Agreement and Disclosure. You may be subject to fees or account conversion if you exceed the transaction limits of your Account using Online Banking or any other methods outlined in your Deposit Account Agreement and Disclosures. Additional Services may be obtained through use of your PC or mobile device to include:

- Mobile Banking
- Bill Payment Service
- Popmoney®
- A2A (Account to Account transfers)

Business Days/Hours of Operation For purposes of the Bank's Online Banking Service, our business hours and days are 8:00 am to 5:00 pm (Central Time), Monday through Friday, excluding federally recognized holidays. Although Transfers can be completed only on business days, the Service is available for scheduling Transfers twenty-four (24) hours a day, seven (7) days a week, except during maintenance periods. See terms and conditions for Additional Services for specific hours of operation and service periods.

Scheduling and Delivery of Transfers You may choose to use your PC and the Service to electronically make transfers between your Accounts or to make payments on loans you have with the Bank. Transfers are posted against your balance available for withdrawal, as defined in the Bank's Funds Availability Policy, plus the available credit on your Ready Reserve line of credit, if any, or other line of credit. You may schedule Transfers to be made on the current business day, on a future date, or on the same date of each month, subject to the restrictions in this Agreement. Although you can enter Transfer information through the Service twenty-four (24) hours a day, seven (7) days a week, Transfers can be completed only on business days. If you direct a Transfer to occur on a day other than a business day, it will be completed on the following business day. Funds will be deducted from your Account on the business day on which the Transfer is to be made. Transfers scheduled by the cut-off time of 6:00 pm (Central Time) on any business day will be completed that same business day. Transfers scheduled after 6:00pm (Central Time) on any business day will be completed the following business day. See terms and conditions for Additional Services for specific hours of operation and service periods. Posting and payment times vary according to the terms and conditions for respective Additional Services.

User Code and Password You and each other individual that has access to your Verus Bank Online Banking Service, including each individual named on joint accounts must designate a User Code and Password. Your User Code may consist of letters or numbers and must be a minimum of six (6) characters. Your Password must be a minimum of eight (8) characters and a maximum of seventeen (17) characters, and must consist of at least one (1) upper case letter, one (1) lower case letter, and (1) numeral. You agree to change your Password periodically to enhance security. Upon four (4) unsuccessful attempts to access the Service, your access will be revoked. To re-establish your authorization, you must contact us to have your Password reset or to obtain a new temporary Password. If access is gained to your Account by use of your User Code and Password, the Bank has the right to consider it to be an authorized person accessing the Service.

Responsibility for User Code and Password Security of your account information is important to us. Use of the Service, therefore, requires a Password. If you lose or forget your Password, please call (316) 788-5547 during the business hours listed above. You may also use the “Forgot your Password?” link on the password page of the online banking web site.

We may accept as authentic any instructions given to us through the use of your Password. You agree to keep your Password secret and to notify us immediately if your Password is lost or stolen or if you believe someone else has discovered your Password. You agree that if you give your Password to someone else, you are authorizing that person to act on your behalf, and we may accept any instructions that person gives us to make Transfers or otherwise use the Service. The Service enables you to change your Password, and we require you to do so regularly. We do not assume liability or otherwise guarantee the security of information in transit to or from our facilities. We reserve the right to (1) monitor and/or record all communications actively related to the Service; and (2) require verification of all requested Transfers in the manner we deem appropriate before making the Transfer (which may include written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your Password was used in connection with a particular Transfer. If any unauthorized use of your Password occurs you agree to (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds.

Multiple Account Owners If you are a Consumer and you own an Account with one or more other persons, the Bank may act on the oral, written or electronic instructions of any authorized signer. Each owner who enrolls in the Service will receive a separate User Code and Password. If you are a Business, you will be required to designate by a Certificate of Resolution executed by you, an individual within the Business (the “Administrator”) who will be responsible for setting up and administering the User Codes and Passwords for your Business. The Bank may act on the oral, written or electronic instructions of your Administrator or any person authorized by your Administrator.

Recurring Transfers Recurring Transfers are those made for the same amount and are made, for example, on a weekly, bi-monthly, or monthly basis. Once started, recurring Transfers will be made automatically until you cancel the Transfer through the Service as specified under “Canceling Transfers” below.

Canceling Transfers You cannot cancel a one-time immediate Transfer after it has been entered into the Service. All other Transfers may be canceled through the Service prior to 6:00pm on the business day prior to the business day on which the Transfer is to be completed. See terms and conditions for Additional Services for cancellation time frames.

Our Liability for Failure to Complete 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 limitations and exceptions. We will NOT be liable, for instance:

- If through no fault of ours you do not have enough money in your Account to make the Transfer;
- If the money in your Account is subject to legal process or other claim restricting such Transfer;
- If the Transfer would go over the credit limit on your Ready Reserve line of credit, if any;
- If the Service was not working properly and you knew about the breakdown when you began the Transfer; and
- If circumstances beyond our control (including, but not limited to, fire, flood, or loss of electrical power) prevent the Transfer from being completed, despite reasonable precautions that we have taken.

Limitation of Bank's Liability Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct or indirect, special or consequential, caused by the Service or the use thereof, or arising in any way out of the installation, operation, or maintenance of your PC, PC equipment, or mobile device including liability associated with any viruses which may infect your PC, PC equipment, or mobile device.

We are not responsible for any failure of the Service to perform as a result of, but not limited to, communications failure, energy shortage, act of God, war, riot, terrorist attack, severe or adverse weather conditions, or other causes beyond the Bank's control. In the event of "hacking" of the Service, subject to the provisions of federal and state law, the Bank will not be liable for the inability to use the Service as a result of the hacking, for the theft of your private information as a result of the hacking, or for any unauthorized Transfer made as a result of the hacking.

If you are a Business, your Administrator shall be solely responsible for setting up and administering User Codes and Passwords within the Business and for establishing security levels for authorized users.

Stop Payments You may request a stop payment order using the website for paper checks you have written. Online stop payment orders are processed daily, and are effective when you receive a confirmation from the Service. To be effective, this type of stop payment order must precisely identify the name of the payee, the check number, the amount of the check, and the date of the check. The Bank is not liable for a stop payment order if the information is not entered into the Service accurately. By using the Service, you are agreeing that your Password will allow the Bank to consider your stop payment order as being "in writing." The Bank will consider this you're written signature, and a duplicate signed form will not be required. Stop payment orders are effective when you receive a confirmation that the stop payment has been successfully completed. Stop payment orders must be entered prior to 6:00 pm (Central Time) on the current

business day for the Service to stop payment. The Service will automatically review the current cycle and two (2) previous statements to ensure that the item being requested has not already cleared. Stop payment orders are effective for six (6) months. A stop payment order may be renewed for additional six (6) month periods if renewed during a period within which the stop payment order is effective. The fee for a stop payment order will be as set forth from time to time in the Bank's Fee Schedules.

Stop payments for online bill payments must be ordered using the Verus Bank Bill Payment Website. Refer to the Terms and Conditions under the Bank's Bill Payment Agreement.

Fees There is no fee for accessing Account information using the Service. However, fees for maintaining Accounts and for special services are as set forth in the Bank's Fee Schedules. The Bank reserves the right to amend its Fee Schedules from time to time. See terms and conditions for Additional Services for which fees may apply.

Statements All Transfers made and fees incurred through the Service will appear on your monthly Account statement.

Security By accessing the Service, you hereby acknowledge that you will be entering a protected website owned by the Bank, which may be used only for authorized purposes. The Bank may monitor and audit usage of the Service, and all persons are hereby notified that use of the Service constitutes consent to such monitoring and auditing. Unauthorized attempts to up-load information and/or change information on the website are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.

Equipment You are solely responsible for the equipment you use to access the Service. We are not responsible for errors or delays or your inability to access the Service caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the Service, nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

Termination Your access to the Service will be terminated if you do not use the Service for 180 days. If you want to terminate your access to the Online Banking Service, you must call us at (316) 788-5547 or 1-877-619-7976. After receipt of your call, we will send a written termination authorization for your signature, which you will need to return to us. RECURRING TRANSFERS WILL NOT NECESSARILY BE DISCONTINUED BECAUSE YOU TERMINATE ACCESS TO THE SERVICE. IF YOU WANT TO MAKE SURE THAT RECURRING TRANSFERS ARE STOPPED, YOU MUST CANCEL THE SCHEDULED TRANSFER.

We reserve the right to terminate the Service, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously

authorized Transfers, including recurring Transfers and other Transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Service in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of the Service's security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your Password to be an attempted security breach. Termination of the Service does not affect your obligation under this Agreement or under your Account agreement with respect to occurrences before termination.

Amendments We can amend a term or condition of this Agreement by mailing or delivering to you a written notice at least thirty (30) days before the effective date of any such change. We do not need to provide you with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain or restore the security of our Service or an Account. However, even in these cases, if the change is to be made permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement we send you, or within thirty (30) days, whichever is sooner, unless disclosure would jeopardize the security of our Service or an Account. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for you in our Account records.

Consent to Receive Electronic Documents With your consent Verus Bank can deliver documents to you by displaying or delivering the documents electronically, and requesting that you print or download the documents and retain them for your records. Under the E-Sign Act (The Global and National Commerce Act), you are required to consent to receive documents electronically prior to their electronic delivery.

This agreement to accept electronic communications under the E-Sign Act applies to all accounts you currently have or open in the future for which you are transacting electronically and wish to receive disclosures, notices, statements and other communications online and includes the following Service or Additional Services:

- Online Banking Service
- Mobile Banking
- Bill Payment Service
- Popmoney®
- A2A (Account to Account)

You agree that we will provide you with any communications in electronic format including agreements, authorizations, disclosures, notices, or other information related to your account, including but not limited to information that we are required by law to provide you in writing. This agreement to accept electronic communications under the E-Sign Act includes, but is not limited to:

- Initial disclosures or agreement for your Account(s), associated payment features, or Additional Services.
- Periodic disclosures or monthly billing statements for your Account(s).
- Notices or disclosures about a change in the terms of your Account(s), associated payment features, or Additional Services.
- Privacy policies and notices.
- Other important forms including but not limited to information that we are required by law to provide you in writing.

All communications we provide you in electronic form will be provided either (1) via e-mail at the e-mail address you specify in your account enrollment, (2) by access to a web site that we will designate in an e-mail notice we send you or (3) to the extent permissible by law, by access to a web site that will generally be designated in advance for such purpose.

You may request a paper copy of an electronic communication by contacting Verus Bank at (316)788-1111. We may charge you a reasonable service charge for the delivery of paper copies of any communication provided to you electronically pursuant to this authorization.

You may withdraw your consent to receive communications in electronic form for any of your accounts by contacting us via email at onlinebanking@verusbank.com or by contacting us at (316)788-1111. We may treat your provision of an invalid email address or the subsequent malfunction of a previously valid address as a withdrawal of your consent to receive electronic communications. Any withdrawal of your consent to receive electronic communications will be effective only after we have a reasonable period of time to process your withdrawal.

It is your responsibility to provide us with accurate and complete information regarding e-mail address, contact, and other information related to this disclosure and your account(s), and to maintain and update promptly any changes in this information. If you change your email address please contact Verus Bank at (316)788-1111 so the documents may be redirected to your new address.

You will need the following hardware and software in order to access, view, or retain electronic communications that we make available to you:

- Internet Explorer 8.0, Google Chrome, Opera 11.0 or higher, Apple Safari 5
- Adobe Acrobat Reader ® 8.0 or higher, or current version of a program that accurately reads and displays PDF files
- A connection to the internet
- An e-mail account with internet service provider and e-mail software in order to participate in our electronic communications program
- A printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

Verus Bank Mobile Banking Agreement and Disclosure Online Banking Addendum

This Mobile Banking Agreement and Disclosure (the “Agreement”) sets forth the terms and conditions governing the use of Verus Bank’s Mobile Banking Service (the “Service”). By clicking AGREE at the bottom of this Agreement, or by using this Service, you are agreeing to the terms and conditions set forth in this Agreement. These terms and conditions are in addition to other account agreements, disclosures, and other documents (including, but not limited to, the Deposit Account Agreement and Disclosure and the Electronic Funds Transfer Agreement and Disclosures, which apply to any account you have with Verus Bank).

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

Mobile Banking Service Mobile Banking is offered as an Additional Service to our Online Banking Services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your Accounts and services with us. Mobile Banking allows you to access your Verus Bank account information and conduct a variety of other transactions (see the Permitted Mobile Banking Transactions section below). In order to use the Mobile Banking Service, you must be enrolled to use Online Banking and then activate your Mobile Device within the Online Banking System. Information about Verus Bank’s Mobile Banking Service is available on our website at www.verusbank.com.

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

Minimum system requirements on your phone are: Text Messaging (SMS) enabled.

Mobile Banking may not be accessible or may have limited use over some network carriers. The Service may not be supportable for all Mobile Devices. Verus 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.

To properly utilize Mobile Banking, you should review and follow instructions provided on our website at www.verusbank.com. 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 encounter 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 Mobile Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Mobile Device.

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 may impact your use of Mobile Banking (i.e. data usage or text messaging charges imposed on you by your mobile service provider for uses 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 may apply to your use of Mobile Banking.

Permitted Mobile Banking Transactions You may use the Service to transfer funds between your Accounts (Internal Transfer). You may not transfer to or from an account at another financial institution using this Service, unless you are enrolled in the Additional Service “A2A” (Account to Account).

If you submit your transfer request prior to the deadline established by us for the Mobile Banking transfer service, you will initiate an immediate Internal Transfer via Mobile Banking. Transfer transaction requests received after 6:00 p.m. CST on business days and all transactions which are requested on Saturdays, Sundays, or federally recognized holidays, will be processed on the Bank’s next business day.

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer, you agree to cover any overdraft amount plus any applicable fees, unless your overdraft protection is provided via an Overdraft Line of Credit

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle, as described in the Deposit Account Agreement and Disclosure. You may be subject to fees or account conversion if you exceed the transaction limits of your Account using

Mobile Banking or any other methods outlined in your Deposit Account Agreement and Disclosure.

You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

Responsibilities

Account Ownership/Accurate Information You represent that you are the legal owner of the Account(s) and other financial information which may be accessed using 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 Mobile 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 Mobile Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access. You agree not to provide your username, password or other access information to any unauthorized person. If you allow other person to use your Mobile Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

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.

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 right or rights of privacy, including any right 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 Re-Sale or Commercial Use You agree that the Service is only for the personal 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 shall indemnify, defend and hold harmless Verus 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.

Governing Law Except to the extent that federal law applies, this Agreement shall be interpreted in accordance with and governed by the laws of the State of Kansas, without regard to its conflict of laws principles.

I hereby agree to the terms and conditions described in Verus Bank's Online Banking Agreement.