

ONLINE ACCESS AGREEMENT

Access Agreement and Electronic Fund Transfer Act Disclosure

Agreement — This Agreement is a contract which establishes the rules which cover your electronic access to your accounts at COMMUNITY STATE BANK through ONLINE BANKING. By using ONLINE BANKING, you accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of the deposit agreements and disclosures for each of your COMMUNITY STATE BANK accounts as well as your other agreements with COMMUNITY STATE BANK such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Kansas (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and COMMUNITY STATE BANK's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the information you provide at enrollment and the Fee Schedule, constitutes the entire agreement between you and COMMUNITY STATE BANK with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

Definitions — As used in this Agreement, the words "we," "our," "us," mean COMMUNITY STATE BANK. "You" and "your" refer to the accountholder authorized by COMMUNITY STATE BANK to use ONLINE BANKING under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through ONLINE BANKING. "Account" or "accounts" means your accounts at COMMUNITY STATE BANK. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your COMMUNITY STATE BANK accounts using ONLINE BANKING including bill payments. "ONLINE BANKING Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business days" means Monday through Friday. Holidays are not included.

Access — To use ONLINE BANKING, you must have at least one account at COMMUNITY STATE BANK, access to Internet service, and an e-mail address. Application to use ONLINE BANKING is done through an auto-enrollment process using the website. ONLINE BANKING can be used to access only COMMUNITY STATE BANK accounts. We undertake no obligation to monitor transactions through ONLINE BANKING to determine that they are made on behalf of the accountholder.

ONLINE BANKING Services — You can use ONLINE BANKING to check the balance of your COMMUNITY STATE BANK accounts, view COMMUNITY STATE BANK account

histories, transfer funds between your COMMUNITY STATE BANK accounts, order checks, view checks, change your address, and pay bills from your COMMUNITY STATE BANK accounts in the amounts and on the dates you request if you have enrolled in the Bill Payment Service. Balance and activity information reflect activity of the previous business day.

Hours of Access — You can use ONLINE BANKING seven days a week, twenty-four hours a day, although some or all ONLINE BANKING services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the ONLINE BANKING web site.

Your Password — For security purposes, you are required to select a complex password upon your initial login to ONLINE BANKING. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to ONLINE BANKING will be suspended. To re-establish your authorization to use ONLINE BANKING, you must contact us to have your account unlocked

We recommend that you create a password with a minimum of 8 characters, maximum of 17 characters, using 2 numeric and 2 alpha in the password for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

Security — You understand the importance of your role in preventing misuse of your accounts through ONLINE BANKING and you agree to promptly examine your statement for each of your COMMUNITY STATE BANK accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and Access ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via ONLINE BANKING is encrypted in an effort to provide transmission security and ONLINE BANKING utilizes identification technology to verify that the sender and receiver of ONLINE BANKING transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the ONLINE BANKING system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing COMMUNITY STATE BANK ONLINE BANKING, or e-mail transmitted to and from us, will not be monitored or read by others.

Fees and Charges — You agree to pay the fees and charges if any, for your use of ONLINE BANKING Services as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from your COMMUNITY STATE BANK account. If you close your account, your access will be terminated. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of ONLINE BANKING.

Posting of Transfers — Transfers initiated through ONLINE BANKING before 6:00 p.m. (Central Time) on a business day are posted to your account the same day. Transfers completed after 6:00 p.m. (Central Time) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. ONLINE BANKING identifies transfers based upon the Access ID of the user who made the electronic transfer. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

Overdrafts (Order of Payments, Transfers, and other Withdrawals) — If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- a. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- b. Electronic fund transfers initiated through ONLINE BANKING which would result in an overdraft of your account may, at our discretion, be cancelled;
- c. In the event the electronic fund transfers initiated through ONLINE BANKING which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

Limits on Amounts and Frequency of ONLINE BANKING Transactions — The number of transfers from COMMUNITY STATE BANK accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

ONLINE BANKING Bill Payment Service — You must designate the COMMUNITY STATE BANK account from which the payments are to be made; the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the date you want the payment to be debited from your account. If the date you want the payment to be debited from your account is not a business day, your account will be debited the next business day. By using the ONLINE BANKING Bill Payment Service option, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf. You also agree that your first ONLINE BANKING bill payment will be charged to your Primary Checking Account. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

Scheduling ONLINE BANKING Payments — If the payee is to be paid by paper check (as indicated on the Bill Payer list), you understand and agree that paper checks are mailed to the payee and the payee may not receive the payment until 5 to 8 business days after the date the payment is debited from your account. If the payee is to be paid electronically (as indicated on the Bill Payer list), you understand and agree that the payee may not receive the payment until 72 hours after the date the payment is debited from your account. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the bill payment payee to properly post a payment to your account.

How to Cancel a Bill Payment — To cancel a bill payment that you have scheduled through ONLINE BANKING, you must cancel the payment online via ONLINE BANKING (by following the onscreen instructions) before 11:00a.m. (Central Time) on the date the payment is scheduled to be debited from your account.

Disclosure of Account Information and Transfers — You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to ONLINE BANKING. You agree and hereby authorize all of these transfers of information.

Periodic Statements — You will not receive a separate ONLINE BANKING statement. Transfers to and from your accounts using ONLINE BANKING will appear on the respective periodic statements for your COMMUNITY STATE BANK accounts.

Change in Terms — We may change any term of this Agreement at any time. If the change would result in increased fees for any ONLINE BANKING service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the COMMUNITY STATE BANK ONLINE BANKING website or forward it to you by e-mail or by postal mail. Your continued use of any or all of the subject ONLINE BANKING Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments - Contact us at (620) 251-1313 as soon as you can, if you think your statement is wrong, or if you need more information about a transfer listed on your statement. We must hear from you no later than 60 days after we sent the FIRST statement upon which the problem or error appeared. When you contact us:

- (1) Tell us your name and account number.
- (2) Describe the error or 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 date and dollar amount of the suspected error.
- (4) If the suspected error relates to a bill payment made via the ONLINE BANKING Bill Payment Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, confirmation number/ ID number, and the payee

account number for the payment in question. (This information appears on the Bill Payment View Posting Screen.)

If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in the form of a paper writing by postal mail or fax within 10 business days.

We will communicate to you the results of our investigation within 10 business days after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days 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 in the form of a paper writing within 10 business days, we may not provisionally credit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

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

- (1) If, through no fault of ours, you do not have enough money in your account to make a transfer.
- (2) If a legal order directs us to prohibit withdrawals from the account.
- (3) If your account is closed, or if it has been frozen.
- (4) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
- (5) If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- (6) If any electronic terminal, telecommunication device, or any part of the ONLINE BANKING electronic fund transfer system is not working properly and you knew about the problem when you started the transfer.
- (7) If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
- (8) If you have not properly followed the on-screen instructions for using ONLINE BANKING.
- (9) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

Your Liability for Unauthorized Transfers — CONTACT US AT ONCE at (620) 251-1313 during normal business hours if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts 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, contact us at once. If you do not tell us within 60 days after the statement was sent to you, you may not get back any money you lost through transactions made after the 60 day time period 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 hospital stay) kept you from contacting us, we will extend the time periods. **WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.**

Disclaimer of Warranty and Limitation of Liability — We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the ONLINE BANKING Services provided to you under this Agreement. We do not and cannot warrant that ONLINE BANKING will operate without errors, or that any or all ONLINE BANKING Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to ONLINE BANKING, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of COMMUNITY STATE BANK and its affiliates exceed the amounts paid by you for the services provided to you through ONLINE BANKING.

Your Right to Terminate — You may cancel your ONLINE BANKING service at any time by providing us with written notice by postal mail or fax. Your access to ONLINE BANKING will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

Our Right to Terminate — You agree that we can terminate or limit your access to ONLINE BANKING Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your COMMUNITY STATE BANK accounts. ONLINE BANKING service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.

2. Upon 3 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.

3. Upon reasonable notice, for any other reason in our sole discretion.

Communications between COMMUNITY STATE BANK and You — Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

E-mail — You can contact us by e-mail at info@ourlocalbank.com. (Please note that banking transactions through ONLINE BANKING are not made via e-mail.)

Telephone — You can contact us by telephone at (620) 251-1313

Facsimile — You can contact us by fax at (620) 251-7447

Postal Mail — You can write to us at:

COMMUNITY STATE BANK

P.O. BOX 219, 1414 West 11th Street

COFFEYVILLE, KS 67337

In Person — You may visit us in person at any one of our locations in Coffeyville, KS at:

1414 West 11th Street

814 WALNUT

601 W. 8TH Street

Consent to Electronic Delivery of Notices — You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the COMMUNITY STATE BANK ONLINE BANKING web site or by e-mail. You agree to notify us immediately of any change in your e-mail address.