

Electronic Funds Transfer Disclosure and Internet Banking Service Agreement

Agreement

This agreement, along with the Fee Schedule, is a contract establishing the rules that cover your electronic access to your accounts at Kearney Trust Company (KTC) through KTC's Internet Banking service. By using Internet Banking you accept all terms and conditions of this Agreement. Please read it CAREFULLY. The terms and conditions of the deposit agreements and disclosures for each of your KTC accounts as well as your other agreements with KTC 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 Missouri (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 the 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 KTC'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, along with the Fee Schedule constitutes the entire agreement between you and KTC 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," "bank," and "KTC" mean Kearney Trust Company. "You" and "your" refer to the account holder authorized by KTC to use Internet Banking under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through Internet Banking.

"Account" or "accounts" mean any one or more deposit or loan accounts that you have with us at KTC.

"Electronic funds transfers" mean ATM withdrawals, pre-authorized transactions, point of sale transactions and transfers to and from your KTC accounts using Internet Banking including bill payments.

"Online Banking" also known as "Internet Banking."

"Internet Banking Services" mean the services provided pursuant to this Agreement, including bill payment service.

"Business days" mean Monday through Friday, holidays are not included.

Internet Security Information

Our Internet Banking service utilizes a comprehensive security strategy to protect accounts and transactions conducted over the Internet. In-depth information on many of the techniques and features employed by the system can be viewed or printed from our website where the system's consumer or commercial features are explained. In addition to our login security, we use SSL (secure socket layer) encryption technology for everything done in the system. Your browser automatically activates this technology when it attempts to connect to our system and it will support the 128-bit key length. Whenever SSL is securing your communications, the browser will typically indicate the "secure session". You can easily and reliably verify this site's identity and security by looking for the green website address bar. The new Extended Validation (EV) certificate triggers web browsers to display a green address bar and our site provider's name (Fiserv, Inc.). What this means to you is that your communications are scrambled from your browser to our servers at all times, so no unauthorized party can read the information as it is carried over the internet.

During your use of the Internet Banking system, we will pass a "cookie" to your browser to identify you. We do not (and cannot) use our cookies to obtain new information about you. A "cookie" is security data given to a browser by a web server and returned by the browser on subsequent transmissions to identify the user and encryption information. When you log onto the system, this cookie enables us to process multiple transactions during the session without you having to provide your Access Code and password for each individual transaction. After a predetermined amount of time set by our security system or when you log off, the session cookie is no longer accepted and the password must be re-entered. A new cookie is used for each session, so that no one can use the cookie to access your account.

Requirements for Internet Banking

Each individual or business that wishes to use the Internet Banking in his or her own name must have an access code and personal identification number (PIN) for their account(s). You should keep these codes in a secure location. (See section "Your Password") You will need a personal computer, direct dial modem, a web browser with minimum browser requirements and access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of this home or business computer, network, if any, modem, and software ("Computer"). We will not be responsible for any errors or failures involving any telephone service, Internet service, software installation or malfunctions of your Computer and related equipment.

Access

To use Internet Banking, you must have an account at KTC, access to Internet service and an email address. Once we have received your enrollment request and verified your account information, we will send you confirmation of our acceptance of your enrollment, along with your assigned Access Code and temporary password, through the postal service system. Internet Banking can be used to access only the KTC accounts you are authorized owner or signer on. We undertake no obligation to monitor transactions through Internet Banking to determine that they are made on behalf of the account holder.

Hours of Access

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

Internet Banking Services

You can use Internet Banking to review the balance of your KTC accounts, view KTC account histories, transfer funds between your accounts, make loan payments, make stop payment requests, and pay bills from your KTC accounts in the amounts and on the dates you request if you have requested the Bill Payment Service. Balance and activity information are available as of 2:00 p.m. Central Standard Time of the previous business day. We may introduce new services from time to time. We will notify you of any of these services. When you use the services as they become available, you agree to the rules governing these new services, which will be communicated to you. By using the Internet Banking service, each of you, jointly and severally, agrees to the terms and conditions in this Agreement, and any amendments. The terms and conditions in this agreement are in addition to the terms of any account agreements you have with us, including the Account Agreement, Signature Card, Rate and Fee Schedule, Funds Availability Disclosure, Resolution authorizing the use of the Account, and any change of terms or notices.

Registration Process

The service requires the customer to complete the initial enrollment process. Once we verify the information you submitted for accuracy and authorizations, you will be notified when your account will be activated by postal mail.

Your Password

For security purposes, you are required to change your password upon your initial login to Internet Banking. You determine what password you will use; 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 Internet Banking will be revoked. To re-establish your authorization to use Internet Banking, you must contact us to have your password reset or to obtain a new temporary password. We recommend that you create a password that utilizes both upper-and lower-case alpha and numeric characters 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 or names of children, and should be memorized rather than written down.

After 90 days of inactivity, your access to Internet Banking will be deactivated and you will need to enroll again for access.

Security

You understand the importance of your role in preventing misuse of your accounts through Internet Banking, and you agree to promptly examine the paper statement for each of your KTC 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 access codes are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Internet Banking is encrypted in an effort to provide transmission security; Internet Banking utilizes identification technology to verify that the sender and receiver of Internet Banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the Internet Banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and can potentially be monitored and read by others. We cannot and do not warrant that all data transfers utilizing KTC's Internet Banking, or email transmitted to and from us, will not be monitored or read by others.

Virus Protection

KTC is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PCs and diskettes using a reliable virus detection product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

Fees and Charges

You agree to pay the fees and charges as set forth in the current fee schedule for your use of Internet Banking. You agree that all such fees and charges will be deducted from the KTC checking account designated on your enrollment request. If you close your designated account, you must contact us immediately to designate another account. You agree to pay any additional reasonable charges for services you request not covered by this Agreement. You are also responsible for telephone and Internet service fees incurred in connection with your use of Internet Banking.

Posting of Transfers

Transfers initiated through Internet Banking before 6:00 p.m. Central Standard Time on a business day are posted to your account the same day. Transfers completed after 6:00 p.m. Central Standard Time on a business day, Saturday, Sunday or banking holiday will be posted on the next business day. The Internet Banking service identifies a transfer based upon the Access Code of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the Internet Banking system will not reflect transfers made by multiple users from the same account if different Access Codes are used. You agree to communicate to 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:

1. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
2. Electronic fund transfers initiated through Internet Banking which would result in an overdraft of your account may, at our discretion, be cancelled and
3. In the event that electronic fund transfers initiated through Internet 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 Internet Banking Transactions

The number of transfers from KTC accounts and the amounts that 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 upon 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.

Internet Banking Bill Payment Service

You must designate: the KTC checking 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. By using the Internet Banking Bill Payment Service option, you agree that based upon instructions received under your password, we can charge your Designated Checking Account by electronic transfer, "no signature required draft" or by debiting and remitting funds on your behalf. We reserve the right to refuse payment to any payee designated by you. If we do so, we will notify you promptly.

Scheduling Internet Banking Payments

If the payee is to be paid by paper check, 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, 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 scheduled through Internet Banking, you must cancel the payment online via Internet Banking (by following the onscreen instructions) before 2:00 p.m. Central Standard Time on the date the payment is scheduled to be debited from your account.

Stop Payment Requests

Stopping the payment of a check is different from the cancellation of a bill payment. Once an electronic bill payment has been debited from your account, you CANNOT cancel or stop it. You may be able to stop an Internet Banking bill payment paid by paper draft by contacting us via telephone before the paper draft has cleared. (You will have to contact us by telephone to determine if the paper draft has cleared.) If the paper draft has not cleared, we will immediately process your stop payment request. We will notify you immediately if the paper draft has already cleared. To be effective, this type of stop payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment and the confirmation number. You may only initiate stop payment requests online via Internet Banking for paper checks you have written (non-electronically) on your KTC accounts (not Internet Banking bill payer paper drafts.) Online stop payment requests are processed on the business day following the date the stop payment has been requested online. To be effective, this type of stop payment request must precisely identify the name of the payee, the check number, the amount and date of the check. If you make your stop payment request online or by telephone, we may also require you to put your request in the form of a paper writing and get it to us within 14 days after you call. You will incur stop payment charges as disclosed in the current fee schedule for the applicable account. Stop payment charges for Internet Banking bill payment paper drafts will be assessed in addition to the stop payment charges for the applicable 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 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 Internet Banking. You agree and hereby authorize all of these transfers of information.

Periodic Statements

You will not receive a separate Internet Banking statement. Transfers to and from your accounts using Internet Banking will appear on the respective periodic paper statements for your KTC 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 Internet 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 KTC Internet Banking website or forward it to you by email or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject Internet Banking Services indicate 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 as soon as you can if you think your paper statement is wrong, or if you need more information about a transfer listed on your paper statement. We must hear from you no later than 60 days after we sent the FIRST paper 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 dollar amount of the suspected error and
4. If the suspected error relates to a bill payment made via the Internet 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 and the payee account number for the payment in question. If you contact us by telephone or by email, we may require that you send us your complaint or question in the form of paper writing by postal mail or fax 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 you contact us, 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 provisionally 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 use of the money during the time it takes us to complete our investigation. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. 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 provisionally credit your account. We will tell you the results within 3 business days after completing our investigation. If we decide 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 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 (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 Internet 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 Internet Banking or (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 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 paper statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper statement was mailed 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 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.

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 Internet Banking Services provided to you under this Agreement. We do not and cannot warrant that Internet Banking will operate without errors, or that any or all Internet 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 Internet 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 Kearney Trust Company and its affiliates exceed the amounts paid by you for the services provided to you through Internet Banking.

Enforcement

You agree to be liable to us for any liability, loss, or expense as provided in this Agreement that we incur as a result of any dispute involving your accounts or services. You authorize us to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

Assignment

We reserve the right to assign our rights and delegate our duties under this Agreement to a company affiliated with us or any other company.

Your Right to Terminate

You may cancel your Internet Banking service at any time by providing us with written notice by postal mail or fax. Your access to Internet 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 Internet Banking Services for any of the following reasons: (1) Without prior notice, if you have insufficient funds in any one of your KTC accounts; Internet 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 Checking Account immediately after you close your Designated Checking Account and (3) Upon reasonable notice, for any other reason in our sole discretion.

Communications between KTC and You

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

1. Email – You can contact us by email at: info@kearneytrust.com (please note that banking transactions through Internet Banking are not made via email);
2. Telephone – You can contact us by telephone at (816) 628-6666;
3. Facsimile - You can contact us by fax at (816) 628-4629;
4. Postal Mail – You can write us at: Kearney Trust Company, PO Box 137, 310 West Hwy. 92, Kearney, MO, 64060 and
5. In-Person - You may visit us in person at 310 West Hwy. 92, Kearney, MO 64060
6. Bill Pay – You can contact by telephone at (866) 748-5825

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 KTC Internet Banking website or by email. You agree to notify us immediately of any change in your email address.

Online Banking

There are no fees associated with Internet inquiries.

Internet transfers and mobile banking transfers are subject to fees as disclosed in the current fee schedule for the applicable account. (For example, you may incur an activity fee on a savings account if you have exceeded the allowed withdrawals for that quarter.)

Bill Pay

Trial Period:

First 3 Months – Unlimited Bill Pay – No Charge

After Trial Period:

Pay at least 3 bills a month - Unlimited Bill Pay - No Charge

Pay less than 3 bills a month - Unlimited Bill Pay - Monthly Fee \$5.95