

HomePride Bank

Online Banking Service Agreement

This Agreement describes your rights and obligations as a user of HomePride Bank's online banking service known as **MyHomePride Online**. It also describes the rights and obligations of HomePride Bank. Please read this Agreement carefully. By requesting and using this Service, you agree to comply with the terms and conditions of this Agreement.

In addition to this Agreement, you agree to be bound by and comply with the terms and conditions of other Agreements and Disclosures that govern the accounts you access using the electronic banking service. Your use of the online service is your acknowledgment that you have received these agreements and intend to be bound by them.

HomePride Bank may modify the terms and conditions applicable to the Online Banking Service from time to time by making the new terms and conditions available at our web site. The revised terms and conditions will be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic service and you will have been deemed to have received it three days after it is sent whether or not you have signed on to the service.

New online services may be introduced from time to time. If you choose to use these services when they become available, you agree to be bound by the rules made available to you online concerning such services.

Further details regarding bank policy, your banking accounts, and the rules and regulations that govern them may be found in the Account Disclosure that was provided to you when you opened your deposit account. Details regarding service charges and service fees may be found in the Account Agreement you signed when opening your account. You may request a replacement copy of the Account Agreement or the Account Disclosure from your local branch bank.

Definitions-The following definitions apply in this Agreement:

"My HomePride Online," "online banking," "online service," or "service," refers to the Internet-based service providing access to your accounts;

"Online Account" means any account for which you have access to by using this Service.

"Login ID" is the identification name or number you will use to access your online accounts. HomePride Bank will assign your first Login ID. You will have the option to select a new Login ID after you access your online service for the first time.

"Login Password" or "password" refers to the combination of letters, numbers, and special characters that you will use in addition to the Login ID to access your online account. HomePride Bank will assign your first Login Password; you will be required to change it at your first login.

"Time of day" refers to Central Standard Time;

"We," "us," "financial institution," or "Bank," refers to HomePride Bank.

Customer Service

You may contact our Customer Service Representatives by calling or visiting one of our branch locations.

Mansfield; 110 E. Commercial St.; P.O. Box 138; Mansfield, MO 65704; 417-924-3211

Norwood; 298 W. Norwood St.; P.O. Box 137; Norwood, MO 65717; 417-746-4585

Seymour; 215 N. Division St.; P.O. Box 607; Seymour, MO 65746; 417-935-4647

Fordland; 437 W. Sunset St.; P.O. Box 100; Fordland, MO 65652; 417-767-4411

Ava; 1112 N. Jefferson St.; P.O. Box 100; Ava, MO 65608; 417-683-3211

Access to Service

MyHomePride Online will be available 24 hours a day, seven days a week, except during special maintenance periods. We will provide instructions of how to use the Online Banking Service through the Help functions available at the site or with written material. You will gain access to your Online Service by use of your Internet-enabled device.

Access Security

You agree not to allow anyone to gain access to the Online Service by sharing your personal Login ID and/or Login Password. If you share your Login ID or password with others and there is a loss, you agree to assume responsibility for all transactions up to the limits allowed by applicable law.

Lost or Stolen Password

If your password has been lost, stolen, or compromised, call a HomePride Bank Customer Service Representative as soon as possible. Representatives will be available to take your call from 8:30 a.m. to 4:30 p.m. Monday through Friday or 8:30 a.m. to noon on Saturday.

Transactions with Online Banking

In addition to viewing account information, you may use **MyHomePride Online** to transfer funds between your checking, savings, and money market accounts and to make loan or line of credit payments. Some limitations may apply. For instance, if your account is a savings or money market deposit account, Federal law requires that an Account Holder may make no more than six (6) transfers and/or withdrawals during any one (1) calendar month or statement cycle (the period from one statement to the next) to another of your accounts with us or to a third party by means of a preauthorized or automatic transfer; telephone or online transfer; or by check, draft or debit card; or a combination of the above. In accordance with federal law, if you exceed these limits in your savings or money market account, your account may be subject to service charge and closure.

Transaction Posting

For determining the posting of your transactions, every day is a business day except for Saturday, Sunday, federal holidays, or occasions when we are unable to open the bank due to inclement weather or emergencies. If you generate an online transaction, i.e., transfers or payments, before 3:00 p.m. on a business day that we are open, as noted above, your transaction will be posted on that business day. However, transactions generated online after 3:00 p.m. or on a day that we are not open, as noted above, will be posted on the next business day that we are open. Business days begin at 9:00 a.m.

Unauthorized Transfers

Monitor your banking transactions closely. If your account shows withdrawals or transfers that you did not make, notify a HomePride Bank Customer Service Representative immediately. Representatives will be available to take your call from 8:30 a.m. to 4:30 p.m. Monday through Friday or 8:30 a.m. to noon on Saturday.

If you do not notify us within 60 days after your statement has been made available to you, you may not recover any money lost after the 60 days if we can prove we could have stopped the loss if we had been notified on time. Please see the Account Disclosure for further information.

Stop Payment Orders

You cannot use the **MyHomePride Online** Service to place a stop payment on an ACH or Electronic Fund Transfer item. Please call our Customer Service Department for assistance with stop payments on ACH or Electronic Fund Transfer items.

Subject to certain limitations, and applicable fees, you may use the **MyHomePride Online** Service to place a stop payment on a **check** payable from your Account, whether drawn or authorized by you or any other account holder. The following rules will apply to stop payment orders placed on a check payable from your account:

A stop payment order placed through your online service against a check payable from your Account will be effective if we receive the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order.

A stop payment order placed through your online service against a check payable from your Account will be effective for a period of six (6) months if it is confirmed in writing by you. If we do not receive written confirmation from you within fourteen (14) calendar days after the date the stop payment was ordered by you, it will no longer remain on the system.

A stop payment order placed through your online service against a check payable from your Account may be renewed for an additional six (6) month period if it is renewed during a period within which the stop payment order is effective. Applicable fees apply.

All stop payment order requests will require you to provide the date, the amount, and the number of the item, together with the name of the payee. If you provide incorrect information, we will not be liable for failing to stop payment on the item or authorization. Our acceptance of a stop payment order will not constitute a representation that the item or authorization has not already been paid or that we have a reasonable opportunity to act upon the order. You may not stop payment on a cashier's or other official check issued by us, or request us to stop payment if we have otherwise become accountable for the item or authorization. In addition, you may not stop payment on checks governed by a separate agreement, such as a check guaranty agreement. Further, you may not stop payment on an item or authorization after acceptance of the same by us.

Dormant Online Accounts

Your **MyHomePride Online** service will convert to a dormant status if you do not login for a consecutive period of 91 days. If your account reaches a dormant status, you must contact us to have the Service re-activated before you will be able to login. Your online account will be closed if it remains at a Dormant status for 91 days after the dormant status is applied. You will still retain access to your accounts through non electronic means.

Electronic Mail

If you send HomePride Bank an electronic mail message, we will consider it to have been received on the following business day. You should not rely on electronic mail if you need to communicate with the financial institution immediately, i.e., if you need to report an unauthorized transaction from one of your accounts or a lost or stolen password.

You agree that HomePride Bank may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by the financial institution will be considered received within three (3) days of the date sent by us, regardless of whether or not you sign on to the Service within that time frame.

Error Resolution

In case of errors or questions regarding an electronic transfer or online service, please call or write to us as soon as possible. We must hear from you no later than sixty (60) days after we made the statement with the error available to you. If the report is made orally, we may require that you send the complaint or question in writing within ten (10) business days.

We will investigate and make a determination regarding your request within ten (10) business days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days 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. If we ask you to put your complaint or question in writing and we do not receive it within

ten (10) business days, we may not credit your account.

If a notice of error involves a transfer that occurred within thirty (30) calendar days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, we may take up to ninety (90) calendar days to investigate your complaint or question. In addition, for new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will notify you of the results within three (3) business days of 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.

You agree that HomePride Bank may respond to you by electronic mail with regard to any claim of an unauthorized electronic fund transfer related to the Service. Any such electronic mail sent to you by us will be considered received within three (3) days of the date sent regardless of whether or not you sign on to the Service within that time frame.

If you call or write us, please be prepared to provide the following information:

Your account number;

A description of the error or the transfer in question;

An explanation of why you believe it is an error or why you need more information;

The dollar amount of the suspected error and date on which it occurred.

Statements

You will continue to receive an account statement either monthly or quarterly, depending on the type of account you have. You are responsible for promptly examining each statement and reporting any irregularities to us. The periodic statement will be considered correct for all purposes and we will not be liable for any payment made and charged to your account unless you notify us in writing within certain time limits after the statement is made available to you.

We will not be liable for any check that is altered or any signature that is forged unless you notify us within thirty (30) calendar days after the statement was made available to you. Also, we will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify us within ten (10) calendar days after the statement was made available. Except for transactions covered by the Electronic Funds Transfer Act, you must also report any other account problem within thirty (30) calendar days or lose your right to assert the problem against us. Please refer to your Account Disclosure for further details.

Liability

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 only be liable for the amount of any losses or damages incurred by you and resulting directly from such failure. However, there are some exceptions. We will not be liable for loss in the following if:

Through no fault of ours, you do not have enough money in your account to make the transfer;

Circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer, despite reasonable precautions that we have taken;

There is a hold on your account, or if access to your account is blocked, in accordance with banking policy;

Your funds are subject to legal process or other encumbrance restricting the transfer;

Your transfer authorization terminates by operation of law;

You believe someone has accessed your accounts without your permission and you fail to notify us immediately;

You have not properly followed the scheduling instructions on how to make a transfer included in this Agreement;

We have received incomplete or inaccurate information from you or a third party involving the account or transfer;

We have a reasonable basis for believing that unauthorized use of your login ID has occurred or may be occurring;

You default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us;

We or you terminate this Agreement.

There may be other exceptions stated in this agreement and in other agreements or disclosures that govern your accounts. However, in no event will we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above should occur, we will assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed. Please review your Account Disclosure for detailed information regarding our Electronic Funds Transfer and Error Resolution Policy.

Online Service Termination

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the accounts which you access using our electronic banking service. We reserve the right to terminate your electronic banking privileges under this Agreement for reasons including, but not limited to the following:

You abuse your access rights by sharing your login ID and/or password with others;

You engage in fraudulent activity using the electronic service;

You do not pay applicable fees required by this Agreement;

You do not comply with the agreement governing your deposit or loan accounts;

Your deposit and loan accounts do not remain in good standing, i.e., past due loans or consistent overdrafts;

You are a commercial customer and engage in Internet Gambling.

We reserve the right to terminate this Agreement and your electronic banking privileges in whole or in part at any time without prior notice. You will be notified upon termination.

Access Account Termination

You and we agree that either of us may close the accounts which you access through the electronic banking service any time with or without cause. We will provide written notice to you in advance if we decide to terminate your account relationship for any reason other than abuse of the account relationship or to prevent a loss. You agree that advance written notice from us will be reasonable if it is mailed to your statement mailing address. You agree that in instances of account abuse or to prevent a loss, notice is reasonably given by us if mailed immediately upon account closure. You may close your account by notifying us in writing. For security purposes, we may require you to close your account and to open a new account if: there is a change in authorized signers; there has been a forgery or fraud reported or committed involving your account; your checks are stolen; your debit card is compromised in any manner; or any other provision of our agreement with you is violated. Please refer to your Account Disclosure for further details.

Fees and Charges

Subject to applicable law, you agree to pay us the fees and charges shown in the Product and Service Disclosure that are applicable to your accounts or for other services provided by us. You agree the fees and charges may be

changed by us from time to time and authorize us to charge your account for their payment whether or not each charge results in an overdraft of your account. Existing and future account charges may be based upon the overall costs of providing account service and may or may not be based upon the direct cost or expense associated with providing the particular service involved. The charges may be based on consideration of profit, competitive position, deterrence of misuse of account privileges by customers, and the safety and soundness of the financial institution. We will notify you of the changes, to the extent required by law.

Unlawful Internet Gambling

If you are a commercial customer, you certify that you are not now engaged in, and during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Act of 2006 (the UIGEA). You may not use your Account or any other service we offer to receive any funds, transfer, credit, instrument, or proceeds that arise out of a business that is unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under the UIGEA, we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this agreement.

Governing Law

This Agreement will be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Missouri in which we are located and where you opened your account. In addition, we are subject to certain federal and state regulations and local clearing house rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreements and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by the government.

Systems and Software

We will not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so safely and accurately.

Miscellaneous Provisions

If you or your account becomes involved in any legal proceedings, your use of the Account may be restricted. You agree not to use the Account in any illegal activity. We will be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so. If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. You authorize us to deduct any such loss, costs, or expenses from your Account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming an interest in your Account. It also includes situations where any action taken on your Account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs, and legal representatives, who will be liable for any claims made against and expenses incurred by us. If a court finds any provision of the Agreement to be invalid or unenforceable, such findings will not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision will be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it will be stricken and all other provisions of the Agreement in all other respects will remain valid and enforceable.