

## **Southwind Bank Online Banking Agreement & Disclosure**

This Agreement describes your rights and obligations as a user of the Online Banking service and the Bill Payment service ("Services"). This Agreement also describes the rights and obligations of Southwind Bank ("Bank"); please read it carefully. Clicking "I Agree" or logging in constitutes your legally binding signature and continuous agreement to the Agreement in place at the time of your log in. By clicking "I Agree" or logging in, you are confirming that you have read this Agreement.

### **Definitions**

The following definitions apply in this Agreement. "Online Banking" or "Bill Payment" or "online services" are the Internet-based services providing access to your accounts; "Online Account" means any deposit or loan account from which you will be conducting transactions using a Service; Login ID is your Tax Identification Number and "Password" is the code that you select after the initial sign-on, that establishes your connection to the Service. "Time of day" references are to Central Standard Time or Central Daylight Time, as applicable. "We," "Us" or "Bank" refer to Southwind Bank which offers the Services and which holds the accounts accessed by the Services. "You" and "your" refers to the person agreeing to the terms of this Agreement and any other person that you permit to access the site using your User ID or password.

### **Access to Services**

Bank will provide online instructions on how to use the Online Banking service or Bill Payment service through the Help functions available at the site. You will gain access to your Online Accounts through the use of your Internet-enabled device, your Internet Service Provider, your Login ID, Password and Secure Access Code.

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

You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services. You agree to assume responsibility for all transactions up to the limits allowed by applicable law.

### **If Your Password Has Been Lost or Stolen**

If your Password has been lost or stolen, call Bank Customer Service immediately at 1-800-522-0172 during the hours of 8:00 a.m. through 5:00 p.m. (Central Time), Monday through Friday. Telephoning the bank is the best way of minimizing your losses. If you believe your Password has been lost or stolen and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone uses your Password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.00.

### **If your statement shows transfers that you did not make**

If your statement shows transfers that you did not make, notify Bank Customer Service immediately by calling 1-800-522-0172 during the hours of 8:00 a.m. to 5:00 pm. (Central Time), Monday-Friday or writing Customer Service at:

Southwind Bank Customer Service  
PO Box 40  
Natoma, KS 67651

If you do not notify Bank within 60 days after the statement was mailed to you, you may not recover any money lost after the 60 days which would not have been lost if Bank had been notified in time.

### **Banking Transactions with Online Banking**

In addition to viewing account information, you may use Online Banking to conduct the following transactions:

(1) Transfer funds among your checking accounts, savings accounts and money market accounts. Make loan or

line of credit payments. NOTE: Because regulations require Bank to limit pre-authorized transfers (including Online Banking transfers), the following limitations apply:

(a) Statement savings account. You can make no more than six transfers per statement period by pre-authorized or automatic transfer or by telephone or online services.

(b) Money Market checking account. You can make no more than six transfers per statement period by pre-authorized or automatic transfer or by telephone or online services.

(2) New services may be introduced for online services from time to time. Bank will make these new services available online. By using these services when they become available, you agree to be bound by the rules made available to you online concerning these services.

### **Bill Payment Service**

The Bill Payment service permits you to use your Internet-enabled device to direct payments from your designated online Bill Pay Account to third parties you wish to pay. Your Bill Pay Account must be a checking account. Through the Bill Payment service, you can pay bills from your Bill Pay Account to businesses or individuals.

All payments you make will be deducted from the account that you designate as your Bill Pay Account for the Bill Payment service. Any payments you wish to make through this service must be payable in U.S. dollars to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time. You should not use the Bill Payment service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

Funds must be available in your Bill Pay Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday or holiday), funds must be available in your Bill Pay Account the following business day (e.g., Monday). After funds are withdrawn from your Bill Pay Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

You may choose to schedule payments to recur in the same amount at regular weekly, bi-weekly or monthly intervals (a "recurring payment"). If a recurring payment is chosen, the bill will be paid automatically each billing period. If the payment is not a recurring payment, it will be a "one-time payment." One-time payments do not recur and are not made until you enter the payee and amount of the current bill and submit the payment. You may change payments that are recurring payments; however, you must allow at least three (3) business days after we receive any change to information you have given us about a payee to reflect the change in our records.

When you create a new payee in the Bill Payment service, it has a temporary status until we have had sufficient time to set up the account, and for your business payees, verify information about your account. You should schedule a payment to a new payee at least ten (10) business days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee.

For all subsequent payments, you agree to allow at least five (5) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other action taken by the payee. If you schedule your payment and follow all instructions provided, and the payment is not received by the payee in a timely manner, a representative of Bank will work with the payee on your behalf to have any late fees or charges reversed.

Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. Bank will not be liable in any way for damages you incur if you do not have

sufficient funds in your Bill Pay Account to make the payment on the processing date, for delays in mail delivery, for changes to the payee's address or account number unless you have advised us of the change sufficiently in advance, for the failure of any payee to correctly account for or credit the payment in a timely manner, or for any other circumstances beyond the control of Bank.

If the session during which you schedule a payment or transfer ends by 3:00 p.m., Bank will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the service, the time recorded by the Online Banking service controls.

If your Bill Pay Account does not have sufficient funds to make a payment as of the date the transfer or payment is attempted or scheduled to be made, the transfer or payment will be canceled and no further attempt will be made by Bank to make the transfer or payment. Bank shall have no obligation or liability if it does not complete a transfer or payment because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through the Service. In the case of recurring payments, only the payment currently scheduled will be canceled. Recurring payments scheduled for future dates will not be affected.

Payments scheduled through the Service should be cancelled through the Service. Payments must be changed or canceled using the Service prior to 2:00 p.m. on the business day prior to the date that the transaction is scheduled to be initiated. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payment orders, whether oral, written, or electronic, will be in effect for a period of six months. However, stop payment orders received orally require a written confirmation within 14 days to remain in effect for the six-month period. If written confirmation is not forthcoming, the stop payment order will cease to be binding after 14 days. Written stop payment orders may be mailed to:

Southwind Bank Customer Service  
PO Box 40  
Natoma, KS 67651

After six months, any stop payment will terminate and must be renewed in order to continue in effect. Bank may pay any item that is presented following the lapse of any stop payment order.

### **Electronic Mail**

If you send Bank an electronic mail message, Bank will be deemed to have received it on the following business day. Bank will have a reasonable time to act on your e-mail.

You should not rely on electronic mail if you need to communicate with Bank immediately, for example, if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

You agree that 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 Bank shall be considered received within three (3) days of the date sent by Bank, regardless of whether or not you sign on to the Service within that time frame.

### **Other Agreements**

In addition to this Agreement, you and Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the online services or the Bill Payment service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at Bank including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedules available in each product description on the web site. We will automatically deduct the fees related to this Service from account each month.

### **Hours of Operation**

The Services are available 24 hours a day, seven days a week, except during special maintenance periods. For purposes of transactions, Bank's business days are Monday through Friday, excluding federal holidays. All online service transaction requests received after 3:00 p.m. on business days and all transactions which are requested on Saturdays, Sundays or holidays on which Bank chooses to remain closed, will be processed on the next business day. Bank's business day begins at 8:00 a.m.

### **Modifications to this Agreement**

Bank may modify the terms and conditions applicable to either Service from time to time by making the new terms and conditions available at our web site. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to have received it three days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice unless otherwise required by law.

### **Errors and Questions**

In case of errors or questions regarding an online service or Bill Payment transaction, call Bank Customer Service at 1-800-522-0172 or write us at:

Southwind Bank Customer Service  
PO Box 40  
Natoma, KS 67651

We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared

- (1) Tell us your name and account number (if any)
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error and date on which it occurred or appeared on your statement.

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

We will tell you the results within three business days after completing our investigation. You may ask for copies of the documents that were used in the investigation.

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

### **Statements**

You will continue to receive an account statement in accordance with your regular established statement cycle.

### **Our Liability for Failure to Make a Transfer**

If we do not properly 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 the amount of any losses or damages incurred by you and resulting directly from such failure. We will not be liable in the following instances:

- (1) If through no fault of Bank, you do not have enough money in your account to make the transfer.
- (2) If 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.
- (3) If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
- (4) If your funds are subject to legal process or other encumbrance restricting the transfer.
- (5) If your transfer authorization terminates by operation of law.
- (6) If you believe someone has accessed your accounts without your permission and you fail to notify Bank immediately.
- (7) If you have not properly followed the scheduling instructions on how to make a transfer included in this Agreement.
- (8) If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- (9) If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall 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 in subparagraph 2 or 8 above shall occur, we shall 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.

### **Disclosure of Information to Third Parties**

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

- (1) where it is necessary for completing transfers.
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- (3) in order to comply with government or court orders, or other reporting requirements.
- (4) if you give us your written permission.

Information concerning your account history with Bank, information you have given us as part of an application for one of our products or services, or information we have received from a credit bureau or other third party, also may be shared within the Bank organization.

**Inactivity; 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 electronic banking services. We can terminate your electronic banking privileges (including the Bill Payment service) under this Agreement without notice to you if you do not pay any fee required by this Agreement when due or if you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing. We will promptly notify you as required by law if we terminate this Agreement or your use of the services for any other reason.

If you are not paying a monthly service charge for the Service, *we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 60 day period.* If your account is considered inactive, you must re-enroll for Online Banking to have the Service activated before you will be able to schedule any transaction through the Service.

To cancel the Online Banking and/or Bill Payment service, you must notify Bank and provide your name; address; whether you are discontinuing Online Banking, Bill Payment or both; and the effective date to stop the service. When Bill Payment is terminated, any prescheduled bill payments scheduled through Online Banking will also be terminated. Any final charge for the Bill Payment service will be assessed at the end of your statement.

(1) By sending an e-mail to Bank (customerservice@southwindbank.net),

(2) By calling Bank at 1-800-522-0172,

(3) By writing a letter and sending it to the following address:

Southwind Bank, Customer Service, PO Box 40, Natoma, KS 67651

**Governing Law**

This Agreement is governed by the laws of the State of Kansas and applicable federal law.