

United Bank Online Banking Agreement

Welcome to United Bank 's Online Banking Service. You should read this Agreement carefully and keep it with your other account records. It includes certain disclosures for electronic fund transfers.

BY SUBSCRIBING TO THE SERVICE OR BY YOUR CONTINUED USE OF THE SERVICE, YOU AGREE THAT YOU HAVE COMPLIED WITH ONLINE INSTRUCTIONS IN ACCESSING THE SERVICE AND THAT YOU WILL BE BOUND BY THE TERMS OF THIS AGREEMENT. You further agree that the use of the online banking service is subject to the terms, conditions, and fees of each account as set forth in any other written agreements relating to accounts held by Bank.

The following terms and definitions apply when used in this Agreement, while other terms may be defined throughout the Agreement:

- _ "Payee" means any person or entity to which you direct a payment through the Service.
- _ "Password" means a personal code selected by you that will be used to obtain access to the Service. The term includes any additional numbers and words required by the Financial Software or equipment or otherwise established by you.
- _ "Financial Software" means financial management software authorized and supported by us, and selected by you, to interface with our system for purposes of the Service.
- _ "PC" means a personal computer (including, but not limited to, personal data assistants or other wireless computing access devices) that meets the requirements for use of the Service.
- _ "Service" means the individual and collective online banking services available in connection with Financial Software and described within this Agreement.
- _ "Service Account" means 1) the primary checking account designated by you that will be debited for payments to Payees initiated through the Service (hereafter referred to as "Primary Service Account ") and 2) any and all other eligible deposit accounts linked to your Primary Service Account. All these accounts are subject to this Agreement. Any account that requires two signatures required for withdrawal may not be considered a Service Account subject to this Agreement.
- _ "User's Guide" means any instructional materials (which may be amended at any time) provided with the service.
- _ "We", "Us", and "Our", means United Bank or any agent, affiliate, independent service contractor, designee, or assignees that United Bank may, in its sole discretion, involve in the provision of the Service.
- _ "You", "Your ", and "Yours " means each and every person who now or in the future is an accountholder with respect to the Service Account or has an interest in it and/or each and every person who now or in the future subscribes to the Service or uses the Service.
- _ "Business Account " means any account that is not established for personal, family or household purposes.
- _ "Transmit Date ", regarding bill payments, means the date on which the payment is to be initiated for remittance to the Payee. Users are asked to select the Transmit Date for Recurring Payments when making the payment through the Service.
- _ "Recurring Payment " means a regular fixed amount payment that is automatically made during recurring intervals permitted by the Service based on a recurring Transmit Date chosen by you.

1. The Service. This agreement applies whether accessing your accounts through the Internet or through Financial Software. You may use the Service to perform the following transactions with your PC:

- _ Perform balance inquiries with respect to each Service Account set up on the Service;
- _ View account activity with each Service Account;
- _ Order transfers of funds between Service Accounts;
- _ Order transfers of funds from Service Accounts to certain Loan Accounts;
- _ Request advances from eligible Loan Accounts;
- _ Make bill payments to a Payee from your Primary Service Account;
- _ Review past or scheduled bill payments from your Primary Service Account;
- _ Communicate with us via electronic messaging (email);
- _ Receive your statements electronically;

- ☐ Originate outgoing wire transfers (Business customers only ☐ additional agreement)
- ☐ Originate and Review ACH transactions (Business customers only ☐ additional agreement)

2. Limitations on using the Service. Your use of the Service is subject to the following limitations.

☐ Foreign Payments ☐ Payments to Payees outside the United States (or its territories) are prohibited through the service.

☐ Wireless Devices ☐ Due to certain technical limitations, you may not be able to perform certain Service transactions (including, but not limited to, bill payments) with a wireless computing or access device, such as, a personal data assistant.

☐ Other ☐ Your use of the Service is subject to the following additional limitations:

You acknowledge and agree that any payment of alimony, child-support, taxes or other court-directed or governmental payments, fines or penalties or any payment to settle a securities transaction through the Service is prohibited, and you agree not to make or attempt to make any such payments. We may process or refuse to process any such payments in our sole and absolute discretion, and, in any event, to the fullest extent permitted by law, you assume all risk relating to the proper scheduling, initiation, processing, transmission, receipt and application of such payments, and you release us from any and all claims, liabilities, and/or damages resulting from your making or attempting to make any such payments through the Service, whether such claims, liabilities and/or damages arise (or would arise) under this Agreement or otherwise.

You may not make a payment in any currency other than U.S. dollars.

You are not permitted under applicable law to make more than six (6) transfers from a money market account each statement period by preauthorized transfers by draft, check, debit card, or similar order to a third party (to the extent permitted by these accounts).

☐ Transfers from the Service Accounts to loan accounts accessible through the Service will be applied to such loans according to the terms of the agreements established for the loans.

Other limitations may be contained elsewhere in this Agreement. Your ability to initiate transactions also may be limited by the terms of your deposit, loan or other agreements with us or applicable law. Please refer to your deposit agreement or loan agreement for those limitations. You agree to abide by and be bound by all current and future applicable limitations.

Accounts requiring more than one signature may not be eligible for online banking services.

3. System Requirements. In order to utilize United Bank's Online Banking Service, you must have Internet Access, 128 bit encryption using MS Internet Explorer v 7.0 or later, Netscape Communicator v. 6+ or later, or other capable browser.

4. User ID and Password. You are required to have a User Identification ("User ID") and a password. Your User ID will be issued by the bank. You must choose an alpha-numeric password which you will use to access Online Banking. You authorize us to follow any instructions entered through the Service using your password.

Since your password can be used to obtain information and access money in your Account(s), you should treat your password with the same degree of care and secrecy you use to protect your PIN or other sensitive personal financial data. You agree not to give your password, or make it available, to any person not authorized to access your Account(s). **YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS TO PREVENT UNAUTHORIZED ACCESS TO THE USER ID AND PASSWORD. IF YOU BELIEVE THE PASSWORD HAS BEEN STOLEN OR COMPROMISED, YOU SHALL IMMEDIATELY CONTACT THE BANK.**

5. Business Days and Hours of Operation. Our business days are Monday through Friday, except bank holidays. Although bill payments may be initiated only on business days, the Service is available 24 hours a day, seven (7) days a week, except during maintenance periods, for the scheduling, modification, updating or review of payment orders and for funds transfers and balance inquiries.

6. Performing Account Inquiries and Funds Transfers. You may use the Service to check the balance and recent activity in the Service Account(s) and to transfer funds among Service Accounts (if applicable). Any balance or activity shown on your PC will include a date as of which the balance is current. The balance or recent activity shown on your PC may include deposits still subject to verification by us. The balance or recent activity shown also may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments or charges that have not posted to your account or you have entered into your checkbook yet. You should remember this when you perform transactions. A funds transfer request may not result in immediate funds availability because of the time required to process the transaction. Immediate transfers may not be cancelled by you the customer. If a cancellation is necessary please contact the bank for assistance.

7. Electronic Messaging (Email). You may choose to communicate with the bank through electronic messaging regarding certain transactions and/or business matters. We remind you that Email is not a secure method of communication over the Internet, and we recommend you do not send confidential or privileged information, such as account information and financial information by Email. Also, Email messages will not be immediately received by bank personnel. No action can be taken on any electronic message you send to us until we actually receive your message and have a reasonable opportunity to act on it. You cannot use electronic messaging for bill payment, account inquiry, funds transfer and other limitations may be in effect from time to time.

8. Statements. All of your payments and funds transfers made through the Service will appear on your monthly account statement(s). The Payee name, payment amount, and Transaction Date will be reflected for each payment made through the Service. You agree that we may make your statement available to you online instead of by mail. We will, however, mail you a written statement if requested within the time permitted by law after your statement closing date. To request a written statement, you may call 479-756-8811 or 877-516-9417.

9. Fees. You agree to pay and hereby authorize us to debit your account(s) for Fees for Online Banking as listed in our current Fee Schedule. We reserve the right to impose or change fees for online banking services and to charge the eligible and active account(s) for these fees at any time after such notice, if any, required by law.

10. Equipment. We are not responsible for any loss, damage or injury resulting from

- a. An interruption in your electrical power or telephone service;
- b. The disconnecting of your telephone line/High Speed Internet by your local telephone or ISP company or from deficiencies in your line quality;
- c. Any defect or malfunction of your PC, modem or telephone line.

We are not responsible for any services relating to your PC other than those specified in this Agreement.

11. Our Liability for Failure to Complete Transactions. We will process and complete all transfers (to and from eligible Service Accounts) properly initiated through the Service in accordance with the online instructions provided within Online Banking and the terms of this Agreement. If we do not complete a transfer to or from your account on time or in the correct amount in accordance with online instructions provided with Online Banking and under the terms of this Agreement, our liability for your losses and damages will be limited to those directly and proximately caused by our failure, not to include indirect, consequential, special or exemplary damages. Further, we will not be liable if:

- a. Through no fault of ours, you do not have enough money in your account to make the transfer.
- b. The Service or your PC (modem, internet provider or other means necessary to connect online) is not working properly.
- c. Circumstances beyond our control (i.e. fire, flood, tornado and other Acts of God) prevent the proper completion of the transaction despite reasonable precautions by us to avoid these circumstances.

You agree to provide us with information and documentation as may be necessary in order to assist us in resolving any claim or dispute involving any of your account(s) or transactions.

12. Notice of Your Rights and Liabilities. (a) Consumer Accounts. This subsection applies only to accounts that are established primarily for personal, family or household purposes. You agree to notify us IMMEDIATELY if you believe that your password has been lost, stolen or compromised. Otherwise, you could lose all the money in your accounts accessed by the password. Telephoning is the best and fastest way of keeping your possible losses down.

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

Account Services at 877-516-9417 or 479-756-8811 or write to:

Account Services United Bank P. O. Box 1234 Springdale, AR 72765

If you tell us within two (2) business days after you discover that your password has been lost or stolen, you can lose no more than \$50.00 if someone used your password without your permission. If you do not tell us within two (2) 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.

Also, if your statement shows transfers that you did not make or authorize, tell us at once. If you do not tell us within 60 days after notification that the statement was made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

At our discretion, we may extend any of the notice periods for good cause shown (for example: an expected and necessary trip or hospital stay)

(b) Business Accounts. You agree to tell us of any unauthorized transactions, or the loss or compromise of your password, within two (2) business days of discovery. You may call your account officer or use the numbers listed in subsection (a) above. If you do not notify us in two business days, we will not be responsible for unauthorized transactions that we could have prevented had you provided timely notice. In no event may you assert an unauthorized transfer claim against us more than 14 days after the record of such transfer became available online for access through your PC, whether or not such information was accessed.

13. Errors and Questions. In case of errors or questions about your electronic transfers or payments, you should telephone Account Services at 877-516-9417 or 479-756-8811.

We must hear from you no later than sixty (60) days after you received the FIRST statement or notification on your PC in which a problem or error appeared.

a. Tell us your name and account number.

b. Describe the error or the transfer about which you are unsure, and explain as clearly as you can why you believe it is an error or why you need more information.

c. Tell us the dollar amount of the suspected error. We will notify you the results of our investigation within ten (10) business days after you have notified us pursuant to this section and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we pursue this course, we will provisionally recredit your account within ten (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 do not receive it within ten (10) business days, we may not re-credit your account. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of documents that we used in our investigation.

14. Disclosure of Account Information to Third Parties. We will disclose information to third parties about your Accounts or the transactions you make: a. Where it is necessary for completing a transaction; or b. In order to verify the existence and condition of your Accounts to a third party, such as a credit bureau or merchant; or c. In order to comply with a governmental agency or court orders; or d. If you give us your written permission; or e. To our affiliates or for purposes of offering or providing you other products or services.

15. Authorization to Obtain Information. You agree that we may obtain and review your credit report from an authorized credit bureau. You also agree that we may obtain information regarding your Payee Accounts in order to facilitate proper handling and crediting of your payments.

16. Termination. You may terminate your use of the Service at any time by calling Account Services at 877-516- 9417 or 479-756-8811, or write to: United Bank, ATTN: Account Services, P.O. Box 1234, Springdale, AR, 72765. We may require you notify us at least ten (10) days prior to the date on which you wish to have your Service terminated. We may require that you put your request in writing. If you have scheduled payments with a Transaction Date within this ten day period, you also must separately cancel those payments. If we have not completed processing your termination request and you have not otherwise canceled a payment, you will be responsible for payments with Transaction Dates during the ten (10) days following our receipt of your written notice of termination. Your notice of termination will be confirmed by mail. We may terminate your use of the Service, in whole or in part, at any time without prior notice. Your access to the Service will be terminated automatically if your Accounts are closed, or access to your Accounts is restricted, for any reason. If you would like to transfer the Service to a different account with us, we may require you provide ten (10) business days advance written notice. Termination will not affect your liability or obligations under this Agreement for transactions we have processed on your behalf.

17. Limitation of Liability. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF ONLINE BANKING SERVICES OR THE BROWSER, INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES BECAUSE OF FAILURE OR DELAY IN THE DELIVERY OR PROCESSING ANY PAYMENT, NOT CAUSED BY US. WE DO NOT WARRANT YOUR EQUIPMENT, SOFTWARE, OR BROWSER OR THAT THEY ARE MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE OR OTHERWISE. ANY PROBLEMS WITH YOUR EQUIPMENT, THE SOFTWARE, OR THE BROWSER MUST BE RESOLVED DIRECTLY WITH THE MANUFACTURER OR OTHER SUPPLIER. WE DO NOT WARRANT THAT YOUR USE OF ONLINE BANKING SERVICES WILL BE UNINTERRUPTED OR THAT OPERATION OF ONLINE BANKING SERVICES WILL BE ERROR FREE OR SECURE. WE MAKE NO OTHER EXPRESS WARRANTIES, EXCEPT TO THE EXTENT OTHERWISE STATED HEREIN AND WE DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION OR ACCURACY OF INFORMATIONAL CONTENT.

18. Software. The software programs providing the services are provided "as is." We disclaim all warranties whatsoever concerning the software, specifically including without limitation any warranty of fitness for a particular use or warranty of merchantability. The software contains trade secrets in its human perceivable form and, to protect them, you may not modify, translate, reverse engineer, decompile, disassemble or otherwise reduce the software to human perceivable form. You may not create derivative works based on the software or remove any proprietary notices, labels or marks on the software or accompanying documentation.

19. Entire Agreement. This Agreement is the complete and exclusive agreement between you and us related to the Service and supplements the Deposit Agreement related to your Accounts. In the event of a conflict between this Agreement and any other agreement or disclosure related to your Accounts or any statement by our employees or agents, this Agreement shall control.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Arkansas, without regard to any state's conflicts of laws provisions.

21. Amendments. We may amend or change any of the terms and conditions of this Agreement under the same terms and conditions as we may make changes to the Deposit Agreement governing your accounts. If no notice or authorization is required by law, your continued acceptance of electronic disclosures statements after the effective date of such change will constitute your acceptance of and agreement with such amendment(s).

22. Severability. The same severability provisions, which are set forth in the bank's Deposit Agreement, shall also apply to this Agreement.

23. Overdraft. See separate overdraft policy disclosure for details. We may honor instructions to initiate transactions on the same business day (whether received through the Service, ATM or point-of-sale (POS) terminals, checks or other means) in any order we determine, even if honoring a particular instruction results in an insufficient balance in the Service Account to honor other instructions that otherwise could have been honored. If there are insufficient funds in the Service Account to complete the transaction you have initiated, we either may refuse to honor the request or complete the transaction or thereby overdraw the Service Account. In either event, you are responsible for any insufficient funds or overdraft charges that we may impose.

24. No Unilateral Alterations to This Agreement or Any Enrollment Form by You. Neither this Agreement nor any enrollment form may in any way be altered by you without our express written agreement. Any attempt by you to alter either this Agreement or any enrollment form without our express written agreement shall be void and shall have no legal effect. You hereby agree to indemnify and hold us harmless from and against any and all claims, losses, liabilities, penalties, expenses and punitive and other damages (including without limitation reasonable attorneys' fees) directly or indirectly resulting from, relating to or arising in connection with any successful or unsuccessful attempt by you to alter either this Agreement or any enrollment form without our express written agreement.

25. Waivers. No delay or omission by us in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

26. Assignment. You may not assign this Agreement or any of your rights or responsibilities under this Agreement to any other party. We may assign this Agreement or any or all of our rights and/or responsibilities hereunder, or delegate any or all of such rights and responsibilities to any third party or parties.

27. Change of Terms; Electronic Disclosures. This Agreement and all other agreements and disclosures relating to your use of the Service may be changed or amended from time to time, but we will provide you with advance notice of such changes or amendments to the extent required by applicable law. You agree that we may send change of terms notices to you, as well as any disclosures required by applicable law (including, without limitation, the Electronic Funds Transfer Act, as amended (15 U.S.C. 1693 et seq.), Federal Reserve Regulation E, as amended (12 C.F.R. 205)) via electronic messaging, and you will be deemed to have received such notices or disclosures three days after they are sent, whether or not you have retrieved them by that time. If you do not agree to any change or amendment, you must discontinue use of the Service to which the change or amendment relates, or cancel your access to the Service. By using the Service after any change or amendment, you agree to that change or amendment.

28(a). New Services. We may introduce new services from time to time that are available through the Financial Software. By using these new services after they become available, you agree to be bound by all terms and conditions applicable thereto.

28(b). Area of Service. The Service and any application for deposit or other services at our Web site are solely offered to the citizens and residents of the United States of America (USA) and may not be accessed while outside the USA or its territories.

29. Headings. The headings used in this Agreement are for convenience only and shall not be held to limit or affect the terms of this Agreement.

30. Special Business Account Provisions. The terms and provisions of this section shall be applicable to Business Accounts only. In the event that the terms and provisions of this section shall conflict or be inconsistent with any of the other terms and provisions of this Agreement, the terms and provisions of this section shall govern and control with respect to Business Accounts. Otherwise, the terms and provisions of this Agreement are also applicable to Business Accounts, except as otherwise expressly stated with respect to particular terms, provisions and sections of this Agreement.

a. Mailings; Unauthorized Use. You agree that we may send confidential mailings, including (without limitation) Password confirmations, to the current address shown in our records for your Primary Service Account, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: (1) keep your Password secure and strictly confidential, providing it only to authorized signers on your account(s) or other trusted employees, agents, etc., whom you want to act as your representative to access your account(s); (2) instruct each person to whom you give your Password that he or she is not to disclose it to any unauthorized person; and (3) immediately notify us and request a new Password if you believe your Password may have become known to an unauthorized person. You agree to be bound by any instructions transmitted through the Service, whether authorized or unauthorized, and we shall have no liability to you for any unauthorized transaction or inquiry made using your Password. We reserve the right to suspend or cancel your Password if we suspect it is being used in an unauthorized or fraudulent manner.

b. Examining Records and Reporting Discrepancies. We provide no separate written confirmation of individual transfers, payments or other transactions conducted through the Service. Confirmation is provided through online information available from the Service and through your periodic mailed account statements. You agree to examine your statements promptly and to notify us immediately of any discrepancy between the statements and your other account records. You also agree to notify us immediately of any discrepancy you may find in reviewing online information. You may notify us of discrepancies at the telephone/fax numbers and address set forth in the paragraph titled "Errors or Questions". You agree that in no event will we be liable to you under this Agreement, or in performing the transactions contemplated by this Agreement, for special, indirect or consequential damages including, without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages, or any other damages, notwithstanding any other provisions of this Agreement to the contrary.

c. Linking Accounts of Additional Businesses. If you also are authorized to enter into an Agreement for the Online Banking Service for another business, and if you want to link the accounts of the other business to the accounts covered by this Agreement, you will need to agree separately to this Agreement for each other business. Upon doing so, you may link the accounts of the businesses so that you may elect, at your risk and that of the businesses, but not of the Bank, to use a common Online ID and passcode for Business Online Banking for all linked accounts. You should do this only if you are authorized to link the accounts of the different business and to use all the functions of Business Online Banking for each business. You further agree to inform the Bank if your authority over any linked account decreases. The bank is not be liable if your authority over any account decreases until it is informed of the change in authority using the "Notice" requirements of this Agreement.

d. Additional Terms and Conditions. You acknowledge, represent and warrant that all accounts that can be accessed under this Agreement are not accounts established primarily for personal, family or household purposes. Accordingly, the provisions of the Electronic Fund Transfer Act, as amended (15 U.S.C. 1693 et seq.), Federal Reserve Regulation E, as amended (12 C.F.R. 205), and any other laws or regulations intended for the protection of or governance of transactions involving consumers or consumer accounts do not apply to any transactions involving accounts subject to this Agreement, except to the extent such provisions are expressly set forth herein and are not made inapplicable with respect to Business Accounts according to the terms hereof.

e. ACH. If you request and receive our approval to utilize the ACH function and you execute our ACH/DTC Services Agreement and complete our ACH set-up procedures, you will be permitted, subject to our ACH policies and procedures, to originate ACH transactions online by entering

your instructions to transfer funds, via the automated clearinghouse system, to or from your Bank accounts or your accounts maintained at other depository institutions, or to or from third-party accounts (pursuant to their prior authorization obtained by you.) The transaction information which you enter must be exact. The receiving bank may post ACH transactions based on the designated account number, even if the name of the payee on the account does not match the name of the payee you designated, and you will be liable for those transactions. Thus, you must confirm the accuracy of the receiving party's account number and the other transaction information before you submit your ACH instructions. The Bank's cutoff time for execution of ACH instructions is available on each ACH screen at this Website. If you enter ACH instructions before the cutoff time and wish to cancel or revise them, you must do so before the cutoff time. ACH transactions submitted through the Access Service are subject to ACH fees separately disclosed to you. f. Wire transfer. If you request and receive our approval to utilize the wire transfer function and you execute our Money Transfer Authorization and Agreement and complete our wire transfer set-up procedures, you will be permitted, subject to our wire transfer policies and procedures, to transfer funds electronically (via SecureConnect in most cases) from Bank accounts which you have designated to participate in the wire transfer function to your accounts maintained at other institutions or to third parties. The transaction information which you enter must be exact. The beneficiary bank may post wire transfers to accounts based on the designated account number, even if the designated beneficiary of the funds transfer is not an owner or otherwise listed on the account to which the funds are posted, and you will be liable for those transactions. Thus, you must confirm the accuracy of the beneficiary's account number and the other transaction information before you submit your wire transfer instructions. Wire transfer instructions which we receive during the hours when our Wire Desk and SecureConnect are open are executed throughout the day during those hours. Wire transfer instructions which you submit to us will not be subject to cancellation or modification by you after we execute the instructions by releasing them to SecureConnect or other applicable intermediary or beneficiary bank. We will not be bound by your instruction to cancel or modify a wire transfer instruction unless you provide us complete and accurate information concerning your original wire transfer instruction at least one hour before we execute your original wire instructions. Wire transfer instructions entered through the Access Service are subject to wire transfer fees which have been separately disclosed to you. Bill Payments

31. The Bill Pay Service. You may make payments through the Service to any business, merchant, or professional that generates a bill or invoice for products or services provided to you or on your behalf and that have an address we can verify. You may also make payments through the Service to individuals, family, or friends for non-business purposes.

32. Your Personal Payee List. You must provide sufficient information about each Payee ("Payee Information"), as we may request from time to time, to properly direct a payment to that Payee and permit the Payee to identify the correct account ("Payee Account") to credit with your payment. This information may include, among other things, the name and address of the Payee and your Payee Account number. You can enter your Payee Information using "Bill Payer". Additions, deletions and modifications to Payee Information are also entered using "Bill Payer". From time to time we may set or change the number of Payees you may designate to receive payments through the Service.

33. Delivery of Your Payments. You may schedule payments to be initiated on the day that you enter the payment information, on a future date, or on a recurring schedule, subject to the restrictions in this Agreement. Although you can enter payment information through the Service 24 hours a day, 7 days a week, payments can be "initiated" only on business days. The date on which a payment is to be "initiated" is the date on which funds are to be deducted from your Account. This date is referred to in this Agreement as the "Transaction Date." If your recurring payment date does not exist in a particular month (for example, February 30), your payment will be initiated by the last day of that month, if a business day, or the following business day of that month. After funds are withdrawn from your Account, we may remit your payments by mailing your Payee a check drawn on an account we maintain for this purpose, by electronic funds transfer, or by other means. Because of the time it takes to transmit your payment to your Payees, they generally will not receive payment on the Transaction Date. This applies regardless of whether the payment is a Same Day payment, a Future Payment, or a Recurring Payment, as described below. Therefore, in order to provide sufficient time for payments to be received by your Payees, the Transaction Date for each payment must be at least five (5) business days prior to the date your payment is due,

excluding any applicable grace periods (the "Due Date"). We will not be responsible for any loss you may incur as a consequence of late payment if your actual Transaction Date is not at least five (5) business days prior to the Due Date for your payment. It is helpful if you allow additional time for a payment to be completed the first time you send a payment to a Payee through the Service. This allows the Payee to adjust to the new form of payment. Accordingly, your first payment to a Payee must be scheduled with a Transaction Date at least six (6) business days prior to the Due Date.

34. **Payment Guarantee.** In addition to our liability as discussed above, and subject to the conditions specified in Section 3, we will reimburse you for any late payment fees or penalties you are charged, up to a maximum of \$50 per scheduled payment, as a result of the failure of a Business Payee to receive a payment made through the Service by the Due Date if you meet each of the following conditions: a. You must properly schedule the payment to be initiated on a Transaction Date at least five (5) business days prior to the Due Date. For Same Day Payments, this means that you must initiate your payment before 3:00 p.m. Central Time on a business day at least five (5) business days prior to the Due Date. For Recurring Payments, this means that you must allow additional time for months in which weekends or holidays reduce the number of business days between the Recurring Payment Date and the Due Date. b. You must provide us with the correct Payee name, address, Confirmation Number, account information and with the correct payment amount. c. On the Transaction Date, your Account that you elected for bill payment must contain sufficient funds, to complete the payment or transfer. d. The Payee must be a Business Payee. e. The late payment fee or penalty, or the method of its calculation, must be published by the Payee prior to the Due Date. f. Your PC and modem must be functioning properly. g. You must notify us of the late payment by the earlier of ten (10) calendar days after you learn of it or sixty (60) calendar days after the Due Date.

35. **Deleting or Modifying Payments.** You may use Bill Pay Online payment to change or delete recurring or future-dated payments prior to 3:00 p.m. Central Time on the Transaction Date. Same-day payments (payments scheduled and paid on the same date) cannot be modified or deleted. You can also stop any Recurring Payment by calling Account Services at 877-516-9417 or 479-756-8811 in time for us to receive your request three (3) business days or more before the Transaction Date. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If you order us to stop a Recurring Payment three (3) business days before the Recurring Payment Date, and we do not do so, we will be liable for your losses or damages.

36. **Uncompleted Payments.** If we remit your payment to a Payee by mailing your Payee a check drawn on an account we maintain for this purpose and the check has not been presented for payment within our payment cutoff period, we will investigate the status of the check. If the Payee cannot be reached, or the payment is to an individual and the check has not been presented for payment by sixty (60) days after the Transaction Date, we will place a stop payment order on the check and mail you a refund check.

37. **No liability.** BANK WILL INCUR NO LIABILITY FOR LATE OR UNSUCCESSFUL BILL PAYMENT ATTEMPTS, TRANSACTIONS, OR TRANSFER ATTEMPTS, IF THE DESIGNATED ACCOUNT HAS INSUFFICIENT FUNDS, IF THE MONEY IN THE ACCOUNT IS SUBJECT TO LEGAL PROCESS OR OTHER ENCUMBRANCES RESTRICTING ITS TRANSFER, IF INCOMPLETE OR INACCURATE INFORMATION IS FORWARDED TO BANK BY THE U.S. TREASURY OR THROUGH AN AUTOMATED CLEARING HOUSE, IF THE USERNAME OR PASSWORD HAS BEEN REPORTED AS LOST OR STOLEN, IF THE ONLINE BANKING SERVICES OR BANK WEB SITE IS MALFUNCTIONING AND CUSTOMER HAS BEEN SO ADVISED, IF CUSTOMER HAS FAILED TO PROVIDE PROPER PAYEE INFORMATION, CUSTOMER HAS FAILED TO PROPERLY FOLLOW BILL PAYMENT INSTRUCTIONS, THE PAYEE OR TRANSFER RECIPIENT MISHANDLES OR DELAYS A PAYMENT OR TRANSFER, IF BANK HAS REASONABLE GROUNDS TO BELIEVE THAT SUCH TRANSFER OR BILL PAYMENT IS UNAUTHORIZED, CUSTOMER 'S COMPUTER OR INTERNET CONNECTION WAS MALFUNCTIONING AT THE TIME SUCH TRANSFER OR BILL PAYMENT ATTEMPT WAS MADE OR ANY CIRCUMSTANCES BEYOND BANK 'S CONTRIOL, INCLUDING NATURAL DISASTERS, DELAYS IN MAIL SERVICE, OR OTHER FORCE MAJEURE EVENTS.