ONLINE BANKING SERVICES AGREEMENT

THIS AGREEMENT sets out the terms on which the undersigned ("you") may obtain services from OZARKS FEDERAL SAVINGS & LOAN ASSOCIATION (the "Association") using online banking services ("services").

- 1. <u>Internet and Online Banking Services; Fees.</u> The following services will be available to you through the online banking services: Transfer funds between any of your deposit accounts at the Association; make loan payments to the Association; receive balance information for accounts at the Association; and obtain advances from any home equity loan plan that you have at the Association. You may be required to enter into other agreements in order to use any of these services. You must provide your own access to the Internet through an Internet provider of your choice. You will be required to pay the standard fees for any transactions that you make through the Internet. The Association may establish other fees by giving you at least 30 days prior written notice. You are responsible for all telephone charges you incur in connecting to the Internet and for any charges imposed by your Internet provider.
- 2. <u>Transfers of Funds; Balance Inquiries.</u> You may transfer funds from one account to another account at the Association to the extent that there are unencumbered collected funds in the account from which you want to transfer funds. To transfer funds you must be a named owner or signer in both accounts involved. If there is more than one of you, any of you can transfer funds to an account in which the other is not an owner. The number of transfers that you can make may be limited by law or government regulation and the Association may establish restrictions on transfers that may exceed those limits. You may also view the balances of your deposit accounts.
- 3. Advances from Home Equity Loan Line of Credit. If any of you have a home equity line of credit (the "Line of Credit") at the Association, you may request an advance on the Line of Credit. Any advance will be transferred to a deposit account at the Association of which you are an owner or signer. Any advance must be in accordance with the terms of the Line of Credit and the Association reserves the right to refuse to make any advance that is not in accordance with the terms of the Line of Credit. If there is more than one of you, and if both of you are borrowers on a Line of Credit, either of you may request an advance on the Line of Credit without the consent or approval of the other, and you may direct that the advance be deposited into an account in which one, but not both, of you are the owner.

- 4. <u>Loan Payments.</u> You may transfer funds from any deposit account at the Association in which you are an owner or signer to make payments on any loans that you have at the Association. It is solely your responsibility to make the transfer of funds by the time the payment is required to be made on the loan. You may only make transfers to the extent that there are unencumbered collected funds in the account from which you want to transfer funds. The Association has no obligation to tell you if you do not have sufficient funds in the Association to make the applicable loan payment and you will be responsible for any late fees, charges or penalties that apply under the loan if you do not transfer sufficient funds, or otherwise make a payment, as required by the loan documents. If there is more than one of you, any one of you may transfer funds from any joint account to make a payment on a loan for which any one of you, but not the other, is a borrower.
- <u>Changes in Terms; Cancellation.</u> The Association may, at any time, 5. increase or delete any services, or change any terms of services, provided that no services will be deleted or changed unless you have been given at least 10 days prior written notice. If you use the online banking services after receipt of such notice, you will be deemed to have agreed to such change. Either you or the Association may cancel this Agreement and terminate your use of the services for any reason by giving the other 10 days prior written notice. Notwithstanding the foregoing, the Association may terminate your rights under this Agreement at any time, and without prior notice or liability to you, if you have breached any of your obligations under this Agreement or any other agreement with the Association, or if the Association has reason to believe that you have attempted to access accounts or information at the Association to which you do not have rights, or if the Association believes that the use of the services may involve fraud or the violation of any laws or regulations. The Association may also either terminate this Agreement, or suspend your rights under this Agreement or any other agreement that you have with the Association, if the Association has reason to believe that the use of the services may involve fraud, that you have breached this Agreement, or that you have violated any laws or regulations, or that any passwords or identification codes have been disclosed to an unauthorized person. The Association will have no liability to you if the Association terminates or suspends this Agreement.
- 6. <u>Security.</u> You will be assigned security codes to be used when you use the online banking system to obtain Association services or to make transactions. The Association reserves the right to block access to the services in order to maintain or restore security if the Association believes

your access codes have been or may be obtained, or are being used or may be used, by an unauthorized persons. You are solely liable and responsible for all transactions that are made using your identification codes or your computer, whether those transactions are made by you or any person you authorize, permit or enable to have your means of identification (even if the person exceeds your authority), or by any person who obtains your means of identification or access to your computer as a result of your act or negligence. If you have given someone your means of identification and wish to terminate their authority, or if you know or believe that your means of identification is lost, stolen or otherwise is compromised, you must notify the Association in writing immediately so that the Association can take the necessary steps to change your identification codes. You will defend, hold harmless and indemnify the Association from and against any and all claims of any nature arising out of any access by a person you have authorized, permitted or enabled to have access to the Association and any records or accounts maintained at the Association regardless of whether the records or accounts belong to you or to others.

Interruption in Service; Limit of the Association's Liability. Any 7. information you receive from the Association can only be provided on a bestefforts basis for your convenience and is not guaranteed. The Association is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information. The Association is not responsible for any computer virus or related problems which may affect or result from your use of the services. Neither the Association, nor any of the Association's affiliates, officers, directors, employees, or agents will be responsible for any indirect, special, incidental, or consequential damages arising in any way out of the Agreement or your use of the services. Any liability of the Association for actual damages shall be limited to the fees that you have previously paid to the Association for the use of the services under this Agreement. The Association will have no liability to you if you are not able to complete any transaction using the service as provided herein if: (1) you do not have enough collected, unencumbered funds in your accounts to make the transfer; (2) the Association's Internet or computer system is not working properly and you knew about this when you started your transaction; (3) the failure is the result of any act or omission of any Internet service provider or any software provided by any third party, or the other party to the transaction; (4) service is interrupted or blocked pursuant to security procedures; or (5) circumstances beyond the Association's control (for example, fire, flood, loss of power, or interruption of communication systems) prevent the completion of the

transaction. The Association may on a regular basis perform maintenance on the Association's equipment or systems which may result in interruption of the services and the Association will not have any liability to you as a result of any such interruptions. The Association may contract with third parties to provide certain services to you. The Association will have no liability of any kind to you with respect to any acts or omissions of such parties, and your sole remedy shall be against such third party. If you experience any inability to access the service, you should call the Association during normal business hours at the telephone number at the end of this Agreement.

- 8. <u>Miscellaneous.</u> If any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable. The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflicts of law provisions. Any litigation arising under this Agreement or the online banking services shall take place only in the state or federal courts having jurisdiction over the home office of the Association and you agree to such jurisdiction. The Association shall be entitled to recover its costs (including attorney's fees) from you for any claims arising under this Agreement or the services. The term "business day" means Monday through Friday except for legal Association holidays. If there is more than one of you, the Association may act on the instructions of any one of you.
- 9. Entire Agreement. This Agreement is the entire agreement between you and the Association regarding your use of the online banking services, and it supersedes any prior discussions and agreements between you and the Association regarding the services, and supersedes any marketing or other similar material pertaining to the services. The foregoing does not apply to agreements and disclosures applicable to your accounts, or disclosures or agreements relating to specific transactions, and such other agreements or disclosures shall supersede this Agreement to the extent that there is any inconsistency. This Agreement is subject to, and incorporates, all account agreements and other agreements or disclosures that the Association has delivered, or may hereafter deliver, to you with respect to your accounts or Association products or transactions.
- 10. <u>Notices.</u> The Association may give you written notices either by mailing them to your last known address, or by sending such notice to you over the Internet at your designated email address. You agree that if the Association is required by any laws or regulations to give you written confirmation of the completion of any transaction, then the Association may in

its sole discretion give such confirmation to you electronically over the Internet. If there is more than one of you, the Association will only be required to give notice to one of you. If you wish to give notices to the Association you must send it in writing to either of the following addresses:

Mail Address: Ozarks Federal Savings & Loan Association

Attn: Savings Department Supervisor

2 E. Columbia Street Farmington, MO 63640

Email Address: customerservice@ozarksfederal.com