



## INTERNET BANKING AGREEMENT

**AGREEMENT:** This agreement is a contract that establishes the rules, which cover your electronic access to your Accounts at Millennium Bank. By using Internet Banking Services, you accept all the terms and conditions of this agreement. **PLEASE READ THIS AGREEMENT CAREFULLY. You should retain a copy for your records.**

**DEFINITIONS:** As used in this agreement.

**“Application”** – the form found at the end of this agreement

**“We”, “Our”, “Us”, and “Bank”** refer to Millennium Bank, Junction City, KS

**“I”, “You”, “Your”, and “Customer”** refer to the accountholder authorized by the Bank to use Internet Banking Services under this agreement and anyone else authorized by that accountholder to exercise control over the accountholders funds.

**“Account” or “Accounts”** means your accounts at the Bank, including loans, checking, savings, and all other deposit and transaction accounts subject to this Agreement.

**“Electronic Funds Transfers”** has the same meaning as in Regulation E (12CFR 205) and refers to ATM withdrawals, preauthorized transactions, point of sale transactions and transfers to and from your Accounts using Internet Banking Services.

**“Internet Banking Services”** means the services provided pursuant to this Agreement (as listed in this agreement)

**“Business Day”** means Monday through Friday, excluding federal holidays.

**“Service Provider”** – Fiserv, Des Moines IA

**“Web Site”** means the Bank’s Website at [www.millenniumbankjc.com](http://www.millenniumbankjc.com)

Millennium Bank will provide instructions on how to use the Internet Banking and Bill payment Services. You will gain access to your Online Accounts through using your Password and User ID. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software. The initial log in page will contain information about when/if Services are unavailable. Signing up for Internet Banking will enable you to initiate funds transfers among your checking accounts, savings accounts, money market accounts, and to make loan payments.

**INTERNET BANKING SERVICES:** You may use Internet Banking Services for the following functions:

- Obtain account balance information
- Review transactions in your account
- Transfer funds between accounts
- Direct us to make payments from your account to third parties (Bill Pay- Allied)
- Event Manager (set up notifications or alerts) via e-mail or text to your cell phone
- E- Statements
- E- Notices

**PASSWORD:** Each individual who has access to the Bank’s Internet Banking Services, including each individual named on joint accounts, must designate a User ID and a Password. Your password must be a minimum of 8 characters, up to a maximum of 17 characters, which must consist of at least 2 numeric characters and 2 alpha characters of which at least 1 must be upper case and at least 1 lower case. You will be required to change your password periodically to enhance security.

All Internet Banking Services transactions or inquiries must be initiated by use of your user ID and Password. We may accept as authentic any instructions given to us through the use of your password.

We will assign you a User ID and an initial password after we have accepted your application. Upon receipt of your User ID and initial Password, you will be required to change your password to a confidential one of your choosing. You may change your password at anytime by selecting the “Change Password” button on the Internet Banking Screen. It is recommended you do not use your social security number, birthdays, names, or other codes that may be easy for others to determine as your password.

**YOUR PASSWORD SHOULD REMAIN CONFIDENTIAL.** No bank employee will ask for your password, nor should you provide it to anyone unless you intend to allow that person access to your accounts. You agree to keep your Password confidential. If you are contacted by anyone requesting this information, please contact us immediately. Use of the password by you or by any other person

with your authorization will be considered the same as your written signature authorizing us to complete any transaction or request communicated through Internet Banking Services. You agree that any Internet Banking Services transaction or request initiated by use of the password will be subject to and governed by this agreement. If you authorize another person to use your password, that person can use Internet Banking Services to view any information or initiate any transaction on any of the accounts to the same extent as you, including viewing information or initiating transactions on accounts to which that person does not otherwise have access. As such, your **sharing of your password is strongly discouraged by the Bank, and done at your sole risk and peril.** If a third party should gain access to your password, you are responsible for changing the password as to deny the third party's access to your banking information. You agree to notify us immediately if your password is lost or stolen or if you believe someone else has discovered your password. Please call 785-761-2265 during normal business hours. If any unauthorized use of your password occurs you agree to (1) cooperate with us, and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide assistance requested by us in recovering any unauthorized transfer of funds. Never leave your computer unattended while accessing Internet Banking Services. If you should, a third party may be able to access your accounts from your terminal, without ever needing to use your password. You should always exit Internet Banking Services and your browser completely after you finish viewing your accounts or conducting other transactions. To completely exit you must select the "EXIT" option, which will bring you back to the home page of our website. Failure to do so could have the same effect as leaving your computer unattended while still logged on to Internet Banking Services.

**If you permit another person to use Internet Banking Services or give that person your user ID and password, you are responsible for all transactions that person makes from your accounts even if that person exceeds your authorization. The Bank will have no liability to you for any unauthorized payment or transfers made using your password that occurs before you have notified us of possible unauthorized use and we have had reasonable opportunity to act on that notice.**

**FUNDS AVAILABILITY AND POSTING:** If you initiate a Bank transfer or payment of available funds on or before 6:00 p.m. (Central Standard Time) on a business day, the transaction will be posted on the same Business Day. Transactions initiated after 6:00 p.m. CST on a business day or on weekends or holidays will be posted on the next business day. You authorize us to withdraw the necessary funds from your account on the date you submit transfer request. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts. If you do not have a sufficient balance, including available credit under any overdraft plan, we may refuse to complete the transaction, in either case, we reserve the right to impose a non-sufficient funds (NSF) fee, and no further attempt will be made by the Bank to process the transfer request. The Bank is under no obligation to notify you if it does not complete a transfer because there are non-sufficient funds in the account to process the transaction. In all cases you are responsible for making alternate arrangements.

**ELECTRONIC MAIL SERVICE:** We will not accept electronic mail (e-mail) instructions from you for stop payments, notice of unauthorized use or other specific instructions regarding your accounts. We may not immediately receive, read or process an e-mail that you send us. If you need to contact us immediately to stop payment, to report an unauthorized use of your password, or report unauthorized access to your account, or for any other reason, you must call us at 785-761-2265. We will not be responsible for acting on or responding to any e-mail request. The bank's e-mail service is not located on a secured encrypted server and others can view the information you enter. Sending electronic messages to us through regular e-mail is also not protected by a high level of encryption. Electronic mail may be used to send you a notice, disclosures and other information required by regulations. We may send this information to you by posting it on our Web site or by e-mail. We may also send it to you by regular postal mail in writing at the address shown in our records. If you have given us an e-mail address or postal address, we are entitled to rely on that address and assume that messages sent to that address are received by you, until you give us notice in writing that the address is no longer valid. You agree that information we post to our Web Site or send by e-mail or regular postal mail will be deemed delivered at the time it is posted or sent. Information you send to us is deemed delivered when we receive and review it. If we send you a notice, disclosure, or other message electronically and you wish to print it and are unable to do so, contact us at 785-761-2265 and we will provide you with a paper copy.

**If you choose to use Millennium Bank's Online Bill Pay Service, a charge of \$4.00 will be debited automatically from your account monthly for the service.**

**Bill Payment Services- 24 Hour customer service may be reached by dialing 855-307-9145**

Description of Service. The Bill Payment Service permits you to direct payments from your designated online Bill Payment account to third parties you wish to pay. Your Bill Payment account must be a primary checking account. Through the Bill Payment Service, you can pay bills from your Bill Payment account to businesses or individuals. All payments you make will be deducted from the checking account that you designate as your primary Bill Payment 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. Payments made to payees outside the U.S. are prohibited and will not be issued under any circumstance. In addition, you should not use the Bill

#### **SCHEDULING PAYMENTS:**

Payments made thru bill pay are posted against your balance available for withdrawal, as defined in the Bank's Funds Availability Policy. The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due

Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. 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. You may schedule a payment to be initiated on any business day or any future date. Payments must be scheduled by the normal cut-off time of 6:00 p.m. (Central Standard Time) on any business day in order for the payment to be initiated for that business day. Same day payments must be scheduled by 2:00 p. m. (Central Standard Time) for that business day. **Special Note Additional Fee will be assessed for Same Day Transfers.** Transfers must be scheduled by the normal cut off time of 6:00 p.m. (CST) on any business day in order for the transaction to be completed on that business day.

**RECURRING PAYMENTS:** Recurring payments are those made for the same amount and are made on a weekly, bi-monthly, monthly basis, etc. Once started, recurring payments will be made automatically until you tell us to stop or cancel the service and we have reasonable opportunity to react.

**CANCELING PAYMENT:** You may use your PC to cancel a payment up to 6:00 p.m. (CST) on the business day your payment is scheduled to be initiated (Transaction Date). There is no fee for canceling or editing a payment Online. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted. Normal stop payment fees will apply for these stop payment request.

**LIMITS ON BANK'S LIABILITY:** If we do not complete an Electronic Funds Transfer to or from your account on time or in the correct amount, we might be liable for some of your losses or damage. However, there are some exceptions. We will not be liable if, for instance:

- Through no fault of ours, your account does not have enough money to make the transfer.
- The transfer would exceed the balance available on your overdraft line of credit or the line has been closed.
- Your computer, the Web Site, phone lines, or the Bank's computer systems were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer.
- The money in your account is subject to legal process or other encumbrances restricting transfer.
- Circumstances beyond our control prevented the transfer, despite reasonable precautions that we had taken. Such circumstances include telecommunication outages, viruses, system failure, fires, floods, and other natural disasters.
- We have placed a "hold" on funds in your account or remitted funds to another party with your knowledge, pursuant to reasonable business procedures, or in compliance with legal process such as garnishment, tax levy, court order, etc.
- 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 user ID, password, or account has occurred or may be occurring.
- You or We have terminated this agreement or closed the account.
- You do not completely or properly follow the terms of this agreement or instructions provided regarding how to make the transfer.
- Your funds are being held or frozen or are subject to legal proceedings.
- The funds in your account are unavailable (funds are only conditionally credited until they become available for withdrawal).

Under no circumstances are we liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including lost profits, costs and attorneys' fees, even if informed of their possibility, arising in any way out of the use of Internet Banking Services. The limitation of liability shall not be construed as an attempt to waive or limit any remedy that is identified as not being subject to waiver by agreement in any Kansas or federal consumer protection law or regulation.

**STATEMENTS:** All payments, transfers, and/or fees made with the Millennium Bank Online Banking Service will appear on your monthly account statement. The Payee name, payment amount, and date of the payment will be shown for each payment made through the Service during that month.

**FEES AND CHARGES:** Access to Internet Banking Services is currently available at no additional charge to you. The Bank reserves the right to charge for access at a later date and you will be notified in advance if this happens. There may be other costs and charges associated with your accounts as stated in your account agreement(s) such as, account maintenance fee and stop payment charges.

**ERRORS AND QUESTIONS:** In case of errors and questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at: 785-761-2265, 8:00 during Customer Service hours
2. E-mail us at: [mbjc@millenniumbankjc.com](mailto:mbjc@millenniumbankjc.com)
2. Write us at: Millennium Bank, 121 N. Washington St., P O Box 89, Junction City, KS 66441

If you think your statement or receipt is wrong or if you need information about a transaction listed on the statement or receipt. We must hear from you no later than sixty (60) days after we have sent you the FIRST statement on which the problem or error appeared. You will need to give us the following information:

- Tell us your name and account number

- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error

If you tell us verbally, we may require you send us your complaint or question in writing in ten (10) business days following the date you notified us. We will determine whether an error occurred within ten (10) business days (Five (5) business days if the transfer involved a point-of-sale transaction and twenty (20) business days if the notice of error involves 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 forty-five (45) days (Ninety (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 ten (10) business days (Five (5) business days if the transfer involved a point-of-sale transaction and twenty (20) business days if the notice of error involves a new account) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. 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. Your account is considered a new account for the first thirty (30) days after the first deposit is made, unless each of you already has an established account with us before the account is opened. If we determine there was no error, we will reverse the previously credited amount, if any, and we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

**DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:** We are strongly committed to protecting your security and confidentiality. You are assured that we will guard your information from third parties except for the following situations:

- When it is necessary to complete a transfer as requested by you or investigate or resolve a problem.
- In order to verify the existence and condition of your account for a third party, such as a credit bureau when you have authorized the disbursement of such information.
- In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process.
- To our employees, service providers, auditors, collection agents, affiliated companies or attorneys in the course of their duties and to the extent allowed by law.
- If you give us your written permission.

**OTHER AGREEMENTS; SEVERABILITY; GOVERNING LAW:** The terms and conditions of this agreement are cumulative with and in addition to any terms of the Bank's signature cards or accounts agreements for your account(s), the applicable account disclosures, the fee schedule, the schedule of Funds Availability, the Bank's Electronic Fund Transfer Agreement and Disclosure Statement, all as may be amended from time to time. In the event of any conflict between this agreement and the term of any related materials regarding the Bank's obligations to you the terms of this Agreement will control. If any provisions of this agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. No consumer protection provision of the Federal Electronic Fund Transfer Act or Federal Reserve Board Regulation E is intended to be waived by you under this agreement unless the law permits the waiver. The parties agree to be bound by the operating rules and guidelines of the National Automated Clearing House Association and the applicable local Automated Clearing House Association as in effect from time to time with respect to all automated clearing house transfers made hereunder. The agreement will be governed by the substantive laws of the United States, applicable federal regulations, and to the extent not inconsistent therewith, the laws of the State of Kansas. Your use of the Internet Banking Services may also be affected by the agreement between us for your deposit, credit card, and other linked accounts. When you link an account to Internet Banking Services, you do not change the agreements you already have with us for that Account. For example, when you use Internet Banking Services to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosures for the credit account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions, which might impact your use of an account with Internet Banking Services.

**ASSIGNMENT, WAIVER, NO THIRD PARTY BENEFICIARIES:** You may not assign all or any part of your rights or duties under this agreement. No waiver of the terms of this agreement will be effective, unless in writing and signed by an authorized officer of the Bank. The agreement is for your benefit and is not intended to grant, and shall not be construed as granting, any rights to or otherwise benefiting any other person, except as expressly otherwise provided in this agreement.

**HYPERLINKS:** Hyperlinks displayed on the Web Site are offered for informational purposes only. The bank is not responsible for and does not control the content of such third party sites. The bank does not guarantee the authenticity of documents at such sites, nor does it endorse the ideas, opinions, information, products or services offered at such sites. The bank disclaims liability for any failure of products or services advertised on such sites. Each such site may have a privacy policy, which is different from the Bank's, and may provide less security. Use of hyperlinks is at the customer's own risk.

**AMENDMENTS AND CHANGES:** We may amend this agreement from time to time. Each amendment will be effected by our mailing or otherwise delivering the amendment, revised agreement and/or notice thereof to you in accordance with applicable federal and state laws. If no federal or state law specifically governs the amendment, the amendment shall be effected by mailing or otherwise delivering it to you or posting it on our Web Site and in our full service branch offices at least ten (10) calendar days prior to the effective date of the amendment. Notwithstanding the foregoing and to the extent permitted by applicable law, we may change any

term of this agreement without prior notice or obligation to you: (a) if the Service Provider changes any term without providing us sufficient notice to enable us to properly notify you; (b) for security reasons; (c) to comply with applicable law; and (d) as otherwise expressly provided in this agreement. If disclosures are given in electronic form you may download or print the notices from your computer, if you have the proper hardware and software. At your request, we will provide you with a paper copy of any of the above documents without any fee. You have the right to withdraw this consent, but if you do so, we will immediately terminate your participation in Internet Banking Services. You may obtain copies of any documents we provided electronically or withdraw your consent by contact us at 785-761-2265.

**ACCOUNT AND SERVICES:** You agree to use Internet Banking Services solely for the services described in this agreement and solely in connection with each account in which you are authorized to conduct transactions or obtain information.

### **Electronic Statements Disclosure**

This disclosure regarding electronic statements for Millennium Bank applies to each account you have with Millennium Bank where e-statements are available.

The words “we,” “us,” and “ours” means Millennium Bank and the words “you” and “your” means you, the individual(s) who is identified as the owner or authorized signer on the Account(s). As used in this disclosure, “communication” means any periodic statement, authorization, agreement, disclosure, notice, or other information related to your Account, including but not limited to information that we are required by law to provide to you in writing.

### **Scope of Communications**

If you request to receive your statement by electronic delivery, **you understand and agree that you will no longer receive a paper statement or the documents (i.e. checks or check images) enclosed with the paper statement.** Your consent to receive communications and transactions includes, but is not limited to:

- Initial disclosures or agreements for your Account(s) of associated payment features.
- Periodic disclosures or monthly billing statements for your Account(s).
- Notices or disclosures about a change in the terms of your Account(s) or associated payment feature.
- Privacy policies and notices.

### **Method of Providing Communications**

All communications we provide to you in electronic form will be provided via e-mail at the e-mail address you specify on this disclosure. **You will no longer receive a paper statement delivered by mail.** You should print or download for your records a copy of your Millennium Bank e-statement and any changes to that authorization. You do have the ability to request a paper copy of an electronic communication by contacting us by telephone at (785) 761-2265. We may charge you a reasonable service charge for the delivery of paper copies of any communication provided to you electronically pursuant to this authorization.

### **Withdrawing consent**

You may withdraw your consent to receive communication in electronic form for any of your accounts by contacting us via email at [mbjc@millenniumbankjc.com](mailto:mbjc@millenniumbankjc.com) or by contacting us at (785) 761-2265. We may treat your provision of an invalid address or the subsequent malfunction of a previously valid address as a withdrawal of your consent to receive communications. Any withdrawal of your consent to receive electronic communications will be effective only after we have a reasonable period of time to process your withdrawal. Charges may apply to receive paper statements.

### **Updating Information**

**It is your responsibility to provide us with accurate and complete information regarding e-mail address, contact, and other information related to this disclosure and your account(s), and to maintain and update promptly any changes in this information.** You can update such information on our website by contacting us via email at [mbjc@millenniumbankjc.com](mailto:mbjc@millenniumbankjc.com) or by contacting us at (785) 761-2265.

### **Termination or Changes of E-Statement Information**

We reserve the right, in our sole discretion, to discontinue the provision of your electronic communications, or to terminate or change the terms and conditions on which we provide electronic communications. We will protect you with notice of any such termination or change as required by law.

### **Software and Hardware Required**

In order to access, view, and retain electronic communications that we make available to you, you must have:

- Internet Explorer 6.0 or Higher or Firefox 2.0
- Adobe (R) Acrobat (R) Reader (R) 7.0 or Higher
- An e-mail account with an internet service provider and e-mail software in order to participate in our electronic communications programs

### **Federal Law**

You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the Federal Electronic Signatures in Global and National Commerce Act, and that you and Millennium Bank both intend that the Act may apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.