

Tri-County Trust Company Online Banking Disclosure and Agreement

05/13/2016

This Online Banking Agreement and Disclosure (“Agreement”) describes your rights and obligations as a user of the Online Banking service (“Services”). It also describes the rights and obligations of Tri-County Trust Company (“Bank”). Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

Access to Service

You will gain access to your Online Accounts through the use of your Internet enabled device, your Internet Service Provider, your User ID and Password.

Hours of Operation

The Services are available 24 hours a day, seven days a week, except during special maintenance periods. For purposes of transactions, the Bank’s business days are Monday through Friday, excluding holidays and weekends. All Online Banking transaction requests received after 5:00 p.m. on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank’s next business day.

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.

If your Password has been lost or stolen

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank immediately at 660-338-2234 between the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, and 8:00 a.m. to 12:00 p.m. on Saturday. Advising the Bank as soon as possible is the best way of minimizing your losses and liability.

If you believe your Password has been lost or stolen, please use the “Forgot Password” feature within the Online Banking section of the Web site to change your Password.

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. If there are not sufficient funds in the account, we cannot complete this transfer. However, future recurring transfers will not be impacted. NOTE: Because regulations require the Bank to limit pre-authorized transfers (including Online Banking transfers), the following limitations apply:

Savings and Money Market Account. You can make no more than six (6) 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. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

You must use Online Banking at least once every 6 months to keep the service or you will be considered inactive and your Online Banking services will be disabled. However you may re-enroll at any time.

Schedule of Fees

There are no fees to use the Online Banking. Please refer to your deposit or loan account disclosures in reference to fees that may be related to the specific account.

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

Electronic Mail

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

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

Business Accounts

If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:

- enter into this Agreement, as amended from time to time;
- access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- use any Online banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

Term and Termination

This Agreement will become effective on the date of enrollment and shall remain in full force and effect until termination in accordance with the following provisions.

We may immediately terminate your electronic banking privileges without notice to you under the following circumstances:

- 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 if we terminate this Agreement or your use of the Services for any other reason.

To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s).

Electronic Fund Transfer Provisions for Consumers

These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.

The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:

- If you notify the Bank within four (4) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less
- If you fail to notify the Bank within four (4) business days after your password was lost or stolen, your liability will not exceed the lesser of \$300.00 or the total of:
 - \$50.00 or the amount of unauthorized EFTs that occur within the four (4) business days; and
 - The total of authorized EFTs which occur during the four (4) days before notification to the Bank, provided the Bank establishes that these EFTs would not have occurred had the Bank been notified within that four-day period.
- You must report an unauthorized EFT that appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred with the 60-day period. You may also be liable for the amounts as described in sections above.
- If the report is made orally, we will require that you send the complaint or question in writing within ten (10) business days. We will notify you with the results of the investigation within ten (10) business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within ten (10) business days, we may not credit your account until the investigation is completed. If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. If an alleged error involves a new account or an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three (3) business days after the investigation is complete. You may request copies of the documents that were used in the investigation.
- You may notify the Bank by telephone, writing, or by email.

In case of errors or questions regarding an Online Banking transaction, call 660-338-2234. You may also write us at: Tri-County Trust Company, P.O. Box 217, Glasgow, Mo 65254

We must hear from you at the telephone number or address listed above no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need the following information from you:

- Your name and account number
- A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information
- The dollar amount of the suspected error and date on which it occurred

Liability

This section explains our liability to you only to the extent that any other agreements, notices, or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill payment services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Payment services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you in the following instances:

- If through no fault of the Bank, you do not have enough money in your account to make the transfer.
- 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.
- If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
- If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
- If your transfer authorization terminates by operation of law.
- If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
- If you have not properly followed the instructions on how to make a transfer included in this Agreement.
- If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- 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.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account.

We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment account.

The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

General Terms and Conditions

In addition to this Agreement, you and the 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 Banking Service 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 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 schedule contained in this Agreement. We will automatically deduct the fees related to this Service from your account each month.

The Bank may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. 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.

We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

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

- where it is necessary for the provision of Online Banking and for completing transfers;
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- in order to comply with government or court orders, or other reporting requirements;
- if you give us your permission;
- to the Bank affiliated companies.

CONFIRMATION CODE: 512796

Enter this code in the appropriate field of your Online Banking enrollment form