

## Online Banking Services and Access Agreement

Sunflower Bank, N.A., First National 1870, a division of Sunflower Bank, N.A.

Effective September 21, 2020

This Online Banking Services and Access Agreement ("Agreement") is entered into between Sunflower Bank, N.A. (the "Bank") and the customer of the Bank, who has requested access to Personal Online Banking Services available by and through the Bank's Internet Banking Web Site, to wit: [www.sunflowerbank.com](http://www.sunflowerbank.com) and [www.firstnational1870.com](http://www.firstnational1870.com) ("WEB SITE"). The customer is referred to in this Agreement as "you" or "your." The Bank is referred to in this Agreement as "Bank", "we", "us", and "our". The Bank is willing to permit such access under the terms and conditions set forth herein. Bank and you (collectively "the Parties") hereby agree as follows:

1. SCOPE OF AGREEMENT: This Agreement is the contract governing electronic access to your accounts at Bank and other services available through the Personal Online Banking System ("System"). By accessing System, or permitting another to access the System on your behalf, you agree to and accept the terms and conditions of this Agreement, and amendments thereto. This Agreement also contains the general terms and conditions governing related services described herein such as "Mobile Banking" and "Mobile Deposit." In this Agreement, the terms "Online Banking Services" or "Online Banking" mean the various services available through the System via electronic means, including those which enable you to access:

- Deposit account balances, checks and deposit images, and deposit account transaction history
- Loan account balances and transaction history
- Fund transfers between certain deposit and loan accounts at the Bank
- External fund transfers between certain deposit accounts at the Bank and accounts at other financial institutions
- Account alerts and notifications by e-mail or text message
- Bill payment, money transfer, and other services provided to you by third parties
- Administrative tools related to Mobile Banking and Mobile Deposit
- Third Party Services as described herein

The foregoing list is not exhaustive and the Bank may offer additional or different Online Banking Services in the future, all of which will be governed by this Agreement, and amendments thereto. The Online Banking Services are available by request to eligible customers with prior Bank approval.

The terms and conditions set forth herein are in addition to, and do not cancel or supersede, any other agreements or signature cards governing your deposits, loans, or other business relationships with the Bank (collectively, "Other Agreements"). All of the terms, conditions, agreements, representations, schedules, disclosures, and fees set forth in or associated with the Other Agreements, and amendments thereto, remain in full force and effect. Additional terms and conditions, which are provided to you via the System, also apply, and you agree to be bound by those additional terms and conditions which are incorporated herein by reference.

The persons you authorize to have access to and make transfers or payments from your account(s) through the Online Banking Services may not be the same persons who are authorized to perform the same activities under the Other Agreements, or you may give these other persons greater authority to conduct activities through the Online Banking Service than they have under the Other Agreements. In cases where your authorizations to other persons to access or use Online Banking Services do not coincide with your authorizations for the same account(s) or transactions under the Other

Agreements, you agree that the terms and conditions of the Other Agreements shall apply to the Online Banking Services transactions notwithstanding any inconsistencies. You consent and agree that the Bank has no obligation to verify that persons conducting transactions via Online Banking Services involving your accounts are the same persons authorized to conduct transactions pursuant to the Other Agreements.

2. FEATURES, SERVICES, AND ENHANCEMENTS SUBJECT TO ADDITIONAL TERMS AND CONDITIONS: The following features, services, and enhancements (collectively, "Third Party Services"), accessible via the System, are provided by third parties, and thus include terms and conditions applicable and unique to each service ("Third Party Terms"):
  - Credit Sense: Credit reporting, other services, and offers
  - CardControl: Debit card management and security tools
  - Bill Payments: Online bill payments, Zelle®, and Other Payment Services
  - Spending: Personal finance and money management tools

The Third Party Terms are provided to you via the System at the time you enroll in a Third Party Service. By accessing a Third Party Service and accepting the Third Party Terms, you agree to be bound by the Third Party Terms applicable thereto.

The Third Party Terms, and amendments thereto, are incorporated herein by reference. To the extent of any inconsistencies or conflict between the terms of this Agreement and the Third Party Terms, the terms of this Agreement shall control as between you and us, and the Third Party Terms shall control as between you and the third party provider. We are not liable for the Third Party Services, as they are the sole responsibility of the third party provider. We or a third party provider may add, change, or delete entirely Third Party Services without notice or liability to you, to the extent permitted by applicable law. You agree to hold us harmless from any claims, actions or damages resulting from your use of any of these Third Party Services where permitted by applicable law.

3. INSTRUCTIONS AND FEE SCHEDULES: Any instructions we may issue for the use of the System and Online Banking Services (collectively, "Instructions") and any fee schedule we may issue are a part of this Agreement and are incorporated herein by reference. Fees and service charges may apply. Please see the Bank's fee schedule for details. Subject to any applicable notice requirements imposed by applicable law, the Bank may change or add any fees, modify the Instructions for the System and Online Banking Services, or otherwise amend this Agreement in whole or in part at any time.
4. TERMINATION: Either you or the Bank may terminate this Agreement at any time upon giving written notice of the termination to the other party as described in section 19 of this Agreement. Termination will not affect any liability or obligation of either party incurred hereunder prior to termination. For reasonable cause, including inactivity or excessive, inappropriate or unlawful usage, we reserve the right to terminate this Agreement and your access to the Online Banking Services, in whole or in part, at any time without prior notice to you. Upon termination, we reserve the right to make no further transfers or payments from your account(s) pursuant to this Agreement, including payments or transfers you have previously authorized. If you terminate your Online Banking Services, you authorize the Bank to continue making transfers you have previously authorized until such time as the Bank has had a reasonable opportunity to act upon your termination notice. You agree that upon termination of your Online Banking Services, either by you or by us, you will cancel all automatic or recurring transfers you have previously authorized, and that if you fail to do so, you are responsible for such payments.

5. **DEVICE REQUIREMENTS:** In order to use the Services, you must have a Data Service Provider and a device containing supported browser software or have access to such a device. In this Agreement, your device and the related equipment and software are referred to together as your "Device". You are responsible for the installation, maintenance, and operation of your Device and your software.
6. **REGISTRATION PROCESS:** In order to obtain access to and use the System, you must complete our initial online registration process from a link on the WEB SITE. The online registration process involves completing and submitting a secure online form. The Bank will validate your information and if successful you will be prompted to create a user ID and password and receive immediate access.
7. **USER ID AND SECURITY:** You may change your user ID or password at any time via the Online Banking Service. Any password we assign to you will be usable only once, and you will be required to change it the first time you use it to enter Online Banking. **YOU ARE RESPONSIBLE FOR KEEPING YOUR USER ID, PASSWORD, AND ACCOUNT DATA CONFIDENTIAL.** If you do not login for a 120-day period, your Online Banking access may be disabled.

You will need your user ID and password ("login credentials") to gain access to Online Banking. Use of your login credentials is the agreed security procedure between you and the Bank. You should keep your login credentials confidential in order to prevent unauthorized use of Online Banking. Anyone to whom you give or disclose your login credentials, either deliberately or inadvertently, will have access to your accounts. You are responsible for all transactions against your account(s) made using Online Banking, including any transactions that may be unintentionally or inadvertently authorized or made, and any losses, charges, or penalties incurred as a result. In addition, except as otherwise provided in this Agreement, you are responsible for transactions by unauthorized persons using your login credentials.

We reserve the right to deactivate any user ID at our sole discretion without advanced notice. If your user ID has been deactivated, you will be required to go through the registration process again to restore access to Online Banking.

Advanced User authentication is designed to reduce the risk of fraud. The security system takes into account factors such as the type of transactions you ordinarily perform, the Devices you typically use to access your account, and the typical security settings for your Devices. Hundreds of factors such as these create a profile that is unique to you and helps us identify whether the person conducting a given activity or transaction within your account appears to be you.

8. **REPORTING UNAUTHORIZED TRANSACTION OR THEFT OR LOSS OF USER IDS:** If you believe that an unauthorized transaction has been or may be made from your account(s), alert the Bank immediately by calling us at: (888) 827-5564; or write us at: SUNFLOWER BANK N.A., Attn: Customer Service, P.O. Box 800, Salina, KS 67402-0800.
9. **NO SIGNATURE REQUIRED:** When using Online Banking Services, you agree that the Bank, without prior notice to you, may execute transfers between accounts or payments against loans as instructed by you using the Online Banking Service, without securing your signature by hand or by legally acceptable form of electronic signature. If using Bill Pay, you agree that the Bank, without prior notice to you, may debit your primary account to pay checks that you have not signed by hand or by legally acceptable form of electronic signature.

10. CONFIDENTIALITY AND ACCESS TO THE ONLINE BANKING SERVICES: The Bank shall exercise due care in seeking to preserve the confidentiality of your user ID and to prevent access to the Online Banking Services in general and your accounts in particular by unauthorized persons. It is understood and agreed that implementation by the Bank of its normal procedures for maintaining the confidentiality of information relating to its customers and preventing unauthorized transactions shall constitute fulfillment of its obligation to exercise due care. The Bank shall not be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of your accounts through the Online Banking Services if (i) the Bank has fulfilled its obligation of due care, or (ii) the loss or damage could have been avoided had you promptly notified the Bank when you received knowledge or notice of an unauthorized transaction or other breach of security, or (iii) the unauthorized transaction was a transfer of funds to an account owned by you or by any person or entity which controls, is controlled by, or is under common control with you. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the System or disclosure of any of your confidential information or instructions by your employees, agents, or other third parties. When the Bank becomes aware of any unauthorized access to your accounts, it will advise you as promptly as practical thereafter. For all purposes above, "promptly" shall generally be defined as within two (2) business days after discovery of the unauthorized access.
11. HARDWARE AND SOFTWARE MALFUNCTIONS: The risk of error, failure, incompatibility or nonperformance of your Device system is your risk and includes the risk that you do not operate your Device or your software correctly. The Bank is not responsible for any errors or failures from any malfunction of your Device or your software. The Bank shall have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your Device or your software. THE BANK MAKES NO WARRANTY TO YOU REGARDING YOUR DEVICE OR YOUR SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Bank makes no representations or warranties regarding the accuracy, functionality, or performance of any third party software that may be used in connection with the Online Banking Services. The Bank is not responsible for nor shall have any liability for any loss or damage, direct or consequential, from electronic viruses, worms, trojans, keystroke loggers, spyware or any other "malware" that you may encounter on your Device using your internet access provider or on any Device system with which you choose to access the Online Banking Services. WE STRONGLY ENCOURAGE YOU TO INSTALL, PROPERLY USE, AND KEEP UP-TO-DATE ANTI-VIRUS, ANTI-SPAM, ANTI-SPYWARE AND FIREWALL SOFTWARE AND/OR HARDWARE PRODUCTS FROM RELIABLE, REPUTABLE PROVIDERS TO PROTECT YOUR DEVICE'S ONLINE SECURITY.
12. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNIFICATION: EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS OR AGENTS, MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SYSTEM AND ONLINE BANKING SERVICES. WE AND OUR VENDORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SYSTEM AND ONLINE BANKING SERVICES DESCRIBED OR PROVIDED. NEITHER WE NOR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS OR AGENTS, WARRANT THAT THE SYSTEM AND ONLINE BANKING SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SYSTEM AND ONLINE BANKING SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE"

BASIS. FOR PURPOSES OF THIS AGREEMENT, "VENDOR(S)" MEANS ANY THIRD-PARTY SERVICE PROVIDER, NETWORK OR PARTNER FINANCIAL INSTITUTION WE MAY ENGAGE TO PERFORM FUNCTIONS FOR US UNDER THIS AGREEMENT.

NEITHER WE NOR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS OR AGENTS, WARRANT THAT THE WEB SITE, OR THE SERVER THAT MAKES WEB SITE AND SYSTEM AVAILABLE, IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS.

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE OR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SYSTEM; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ONLINE BANKING SERVICES DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE ONLINE BANKING SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR OUR VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ONLINE BANKING SERVICES OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ONLINE BANKING SERVICES.

FURTHER, WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR FAILURE TO EXECUTE ANY TRANSFER OR PERFORM A RELATED ACT IF SUCH FAILURE IS DUE TO CAUSES OR CONDITIONS BEYOND OUR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, STRIKES, RIOTS, INSURRECTION, WAR, MILITARY OR NATIONAL EMERGENCIES, ACTS OF GOD, NATURAL DISASTERS. FIRE, OUTAGES OF COMPUTERS OR ASSOCIATED EQUIPMENT, QUARANTINES, PANDEMICS, OR FAILURE OF TRANSPORTATION OR COMMUNICATION METHODS OR POWER SUPPLIES.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF US OR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS AND AGENTS IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

You acknowledge and agree that you are personally responsible for your conduct while using the System, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless us, our vendors, including our or their owners, directors, officers, agents from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of your use, misuse, errors, or inability to use the System and Online Banking Services, or any violation by you of the terms of this Agreement or your breach of any representation or warranty contained in this Agreement.

The provisions of this section 12 shall survive termination of this Agreement.

13. BUSINESS DAYS AND HOURS OF OPERATION: System is generally available twenty-four (24) hours a

day, seven (7) days a week. However, at certain times, some or all of the Online Banking Services may not be available due to scheduled or unscheduled system maintenance. A transfer initiated through Online Banking before 9:00 P.M. central time on a Business Day is generally posted to your account the same day. Transfers completed after 9:00 P.M. central time on a Business Day or on a Saturday, Sunday or federal banking holiday will be posted on the next Business Day. Business Days are Monday through Friday; Saturday, Sunday, and federal banking holidays are not included. Different cutoff times apply for the Mobile Deposit Service.

14. ACCOUNTS SUBJECT TO EFT: Regulation E, 12 C.F.R. 1005.1, et seq. ("EFT") may govern some of the accounts to which you have access through the Online Banking Services. Only to the extent applicable and consistent with the other terms and conditions of this Agreement, EFT provisions in Other Agreements are incorporated herein by reference and made a part hereof to the same extent as if herein set forth. The EFT provisions may be accessed at the following internet address: <https://www.sunflowerbank.com/depositaccountterms>.
15. TRANSFERS: System enables you to make internal transfers of funds from one account with the Bank to another, such as a transfer from a savings account to a checking account. System also enables you to make external transfers of funds to accounts at other financial institutions. Transfers may be limited in amount as provided in our agreements with you governing these services or in accordance with Bank policies. In addition, your ability to transfer funds between certain accounts is limited by federal law, as stated in your Other Agreements with us. Transfers made using both Online Banking and other transfer methods described in your deposit account agreements with us are counted against the permissible number of transfers. The Bank reserves the right to further limit the frequency and dollar amount of transactions from your accounts for security or credit reasons, as the Bank may determine at any time at its sole discretion.
16. OVERDRAFTS: It is your responsibility to ensure that you have enough money or credit available in an account from which you instruct us to make transfer or payment. If funds are withdrawn from any of your accounts by means of electronic funds transfers, other than through Online Banking on the same business day as the online service transaction, and if the account contains insufficient funds to enable both the electronic funds transfer and the online service transfer to be made, the transfers will be made in the order determined by the Bank, at its sole discretion. You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree to reimburse us upon our demand, and you further agree that we may reverse the transaction or offset the shortage with funds from any other account(s) you have with us to the extent permitted by applicable law and the terms of any Other Agreements.
17. MOBILE BANKING SERVICES: You may access certain Online Banking Services through a mobile Device ("Mobile Banking" or "Mobile Banking Services"). To participate in Mobile Banking you must be a customer in good standing, and have access to our Online Banking Service. To enroll in Mobile Services, you must download the mobile banking app from your Device's app store. You will then be asked to create your Mobile Banking login credentials. In an effort to protect your personal and financial information, we encourage you to always use separate and unique login credentials for Mobile Banking and Online Banking. Mobile Banking is available on phones and mobile devices that are SMS Text Message or Web Browser enabled. We offer the following options to manage your personal banking needs from mobile Devices:

- SMS Text Message Banking - text to 98969
- Mobile App - available for Apple® and Android® devices ("Mobile App")

Certain Online Banking Services may be unavailable or limited via Mobile Banking. You will have to comply with any minimum hardware and software compatibility requirements established by any software vendor in connection with any such mobile Device. We may also require you to register your mobile phone number with which you intend to use Mobile SMS. You are required to comply with the provisions of any and all license agreements regarding your use of any mobile Device to access Mobile Banking Services. Additional terms and conditions, which are provided to you when you activate or access Mobile Banking Services, also apply, and you agree to be bound by those additional terms and conditions which are incorporated herein by reference.

Our security devices and procedures may also require you to provide certain account information, login information, or PIN numbers to access Mobile Banking Services. You understand and agree that we cannot control your physical environment to prevent interception of the contents of transmissions to and from your mobile Device, Smartphone, or other technology in connection with your use of Mobile Banking Services. You understand that if you fail to use adequate internal security devices and procedures, as required by this Agreement, your use of a mobile Device, Smartphone, or other technology may not be secure. By accessing Online Banking Services through Mobile Banking Services, you assume any and all risk associated with your use of mobile Devices, smart phones, or other technology in connection with Online Banking Services, including but not limited to the risk of interception of the contents of your transmissions to and from our systems. You understand and agree that for any mobile Device, Smartphone, or other technology that you want to use with Mobile Banking Services, you must enable and use a key lock, passcode, or other software locking process to restrict use of such technology. You understand and agree that each time you finish your use of Mobile Banking Services you are required to completely exit and terminate the software application or any other program you used to access Mobile Banking Services. To the maximum extent permitted by applicable law, we will not be responsible for your failure to use any of the foregoing security devices and procedures.

A transfer between your accounts with us, initiated through Mobile Banking before 9:00 P.M. central time on a Business Day, is generally posted to your accounts the same day. A transfer between your accounts with us, initiated through Mobile Banking after 9:00 P.M. central time on a Business Day or on a Saturday, Sunday or federal banking holiday, will generally be posted on the next Business Day. All other transfers submitted after 5:00 P.M. central time may be processed on the next Business Day. Business Days are Monday through Friday; Saturday, Sunday, and federal banking holidays are not included.

18. **MOBILE DEPOSIT:** "Mobile Deposit" is a feature within the Mobile App. This feature is only available to eligible Mobile Banking customers who meet our standard service requirements and guidelines. Mobile Deposit enables you to make deposits by taking a picture of the front and back of a check made payable to you and depositing it into your Bank checking account, all via your mobile Device. Bank reserves the right to reject items submitted for deposit via Mobile Deposit for any reason.

You may deposit checks payable in U.S. dollars and drawn at any U.S. bank, including personal, business, and most government checks. All checks **MUST** be payable to the account holder/owner. Depositing of Third-Party checks is prohibited. All Checks **MUST** include the endorsement: **FOR MOBILE DEPOSIT ONLY AT SUNFLOWER BANK, N.A.** The bank may reject any items transmitted

through Mobile Deposit that do not include the foregoing restrictive endorsement. The bank may reject any items transmitted through Mobile Deposit that do not include the foregoing restrictive endorsement.

The following types of checks are not eligible for mobile deposit: international checks, U.S. savings bonds, U.S. postal money orders, remotely created checks (whether in paper form or electronically created), convenience checks (checks drawn against a line of credit). These items must be deposited in-person at a bank facility.

There are limitations as to the number and dollar amount of checks that may be submitted for deposit via Mobile Deposit, as follows:

- Existing Customers: An existing customer is a current Bank customer that is an account owner or authorized signer on an open and active deposit account at the Bank.

<b>EXISTING CUSTOMER LIMITS</b>	<b>AMOUNT/ITEMS</b>
Dollar Item Limit (per deposited check)	\$3,000
Dollar Daily Limit (per day)	\$5,000
Item Count Limit (per day)	5 checks

- New Customers: A new customer is a customer whose oldest open deposit account has been open less than 61 days.

<b>NEW CUSTOMER LIMITS (1-30 Days)</b>	<b>AMOUNT/ITEMS</b>
Dollar Item Limit (per deposited check)	\$1,000
Dollar Daily Limit (per day)	\$2,000
Item Count Limit (per day)	5 checks

<b>NEW CUSTOMER LIMITS (31-60 Days)</b>	<b>AMOUNT/ITEMS</b>
Dollar Item Limit (per deposited check)	\$2,000
Dollar Daily Limit (per day)	\$3,000
Item Count Limit (per day)	5 checks

All deposits submitted to the Bank via Mobile Banking are subject to review before being considered final. A deposit submitted successfully via Mobile Banking does not mean the funds are immediately available for use. In general, funds from Mobile Banking deposits will be made available on the next Business Day, after the day of your deposit, unless a hold is applied. Funds from your check deposits submitted utilizing our Mobile Deposit Service before 6:00 p.m. CT will be available to you on the first business day after the business day we receive your deposits. Deposits submitted between 6:00 p.m. CT and 8:00 p.m. CT may be processed and credited the next business day. This excludes weekends and Federal Holidays. Deposits transmitted after 8:00 PM Central Time will be processed on the following business day.

Special Rules for deposits made on December 24th: When December 24th occurs on a banking day (Monday through Friday) funds from your check deposits utilizing our Mobile Deposit Service before 12:00 p.m. CT will be available to you on the first business day after the business day we receive your deposits. Deposits submitted between 12:00 p.m. CT and 8:00 p.m. CT may be processed and credited the next business day.



The Bank, however, may delay availability of funds if further review of a deposit is required. Any information in regards to delayed availability will be communicated to you in writing.

You agree that once a check has been deposited through Mobile Deposit, the original check is your property and not the property of the Bank. You shall securely store the original check for a reasonable period, not to exceed thirty (30) days, after you receive a deposit receipt that the check has been accepted for deposit by Bank. While the original check is in your possession, you agree to use a high degree of care to safeguard the original check and related files against security risks. Security risks include, without limitation, the theft or reproduction of the original check or unauthorized use of the information on the check or in the file. You shall take appropriate security measures to ensure that: a) only authorized persons shall have access to the original check; b) the information contained on the check shall not be disclosed to unauthorized persons; and c) the original check will not be duplicated, will not be scanned more than one time, and will not be presented, deposited or negotiated again in any way. Upon request by the Bank you will promptly provide to the Bank a retained original check, or a sufficient copy of the front and back of the check in form acceptable to us, to aid in the clearing and collection process, or to resolve claims by third parties, or for our audit or fraud loss prevention purposes. After the thirty (30) day retention period expires, you shall destroy the original check by shredding it or by any other permanent deletion manner that does not allow the original check to be accessed by an unauthorized person(s) and in a manner that the original check is no longer readable or capable of being reconstructed. After destruction of an original check, the image will be the sole evidence of the original check. You agree to be responsible to us for any losses, costs, expenses, and damages we may incur as a result of your failure to comply with the provisions of this section 18 of the Agreement.

Additional terms and conditions, which are provided to you when you activate or access Mobile Deposit, also apply, and you agree to be bound by those additional terms and conditions which are incorporated herein by reference.

19. NOTICES AND COMMUNICATIONS: Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records. You also agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the WEB SITE or by e-mail. You agree to notify the Bank immediately of any change in its designated e-mail address.

Any written notice to the Bank by you must be hand delivered or sent by U.S. mail or express carrier to: Sunflower Bank, N.A., Attention Customer Service, 3025 Cortland Circle, Salina, Kansas 67401. Notices from you will be effective on the date they are actually received by the Bank.

In general, e-mail communications sent over the public internet via traditional e-mail systems are not necessarily secure. Therefore, we strongly suggest that you do not send any confidential personal or account information via traditional internet e-mail. You agree that we may take a reasonable time to act on any e-mail request that you send.

20. ASSIGNMENT: The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party. You may not assign any rights and duties under this Agreement without the written consent of Bank, which may be withheld for any reason. Any

purported assignment in violation of this section shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

21. **NO WAIVER:** The Bank shall not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising its rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
22. **GOVERNING LAW:** Regardless of where you live or work or where and how you access Online Banking, this Agreement will be governed by, and construed in accordance with, the laws of the State of Kansas and the federal laws of the United States of America.
23. **COLLECTION COSTS AND FORUM SELECTION:** In the event the Bank brings legal action to enforce the Agreement or collect overdrawn funds on accounts accessed under the Agreement, the Bank shall be entitled, subject to applicable law, to payment by you of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the State of Kansas, if allowed by applicable law. By entering into this Agreement, you knowingly and intentionally, to the extent allowed by law, irrevocably and unconditionally: a) acknowledge, agree and consent that you have transacted business in the State of Kansas, and specifically in Saline County, Kansas; b) acknowledge, agree and consent that any suit, action, or other legal proceeding arising out of or relating to this Agreement may be brought, at the Bank's sole discretion, in a court of record in the State of Kansas or in the Courts of the United States located in the State of Kansas, and you hereby voluntarily consent and submit to the jurisdiction and venue of any such court chosen by the Bank in any such suit, action, or proceeding; c) acknowledge, agree and consent that any suit, action, or other legal proceeding (including but not limited to declaratory judgment and similar types of actions) brought by you against the Bank arising out of or in any way relating to this Agreement must be brought in the Saline County, Kansas District Court, which you acknowledge, agree, and consent is the court having exclusive jurisdiction and venue over any such suit, action, or other legal proceeding; and d) waive any objection or defense which you may have to the laying of jurisdiction and venue of any such suit, action, or proceeding in any of such courts and any claim that any such suit, action, or proceeding has been brought in an inconvenient forum. EXCEPT AS EXPRESSLY AGREED IN WRITING BY THE BANK, AND TO THE EXTENT ALLOWED BY LAW, THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF KANSAS SHALL HAVE SOLE AND EXCLUSIVE JURISDICTION OF ANY AND ALL CLAIMS, DISPUTES, AND CONTROVERSIES, ARISING UNDER OR RELATING TO THIS AGREEMENT. NO LAWSUIT, PROCEEDING, OR ANY OTHER ACTION RELATING TO OR ARISING UNDER THIS AGREEMENT MAY BE COMMENCED OR PROSECUTED IN ANY OTHER FORUM EXCEPT AS EXPRESSLY AGREED IN WRITING BY THE BANK.
24. **SEVERABILITY AND INTERPRETATION:** Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intent of the Agreement, and the remaining portions shall remain in full force and effect. Words importing the singular number only may be extended to several persons or things, and words importing the plural number only may be applied to one person or thing. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

25. **WAIVER OF JURY TRIAL:** You knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any action, proceeding, claim or counterclaim, whether in contract or in tort at law or in equity, arising out of or in any way related to this Agreement, the transactions contemplated thereby, and any other agreement or related transaction. YOU ACKNOWLEDGE THAT THIS SECTION HAS EITHER BEEN BROUGHT TO THE ATTENTION OF YOUR LEGAL COUNSEL OR THAT YOU HAD THE OPPORTUNITY TO DO SO.
  
26. **CONFIRMATION OF AGREEMENT:** By enrolling in or using Online Banking, you agree to accept this Agreement in the electronic form presented. If you desire a copy and are unable to print a paper copy of this Agreement, you may request a paper copy by calling us: (888) 827-5564; or writing us at: SUNFLOWER BANK N.A., Attn: Customer Service, P.O. Box 800, Salina, KS 67402-0800.
  
27. **AMENDMENTS AND MODIFICATIONS TO THIS AGREEMENT:** To the extent allowable by law, Bank reserves the right to, and may without notice to you, amend or modify this Agreement at any time, and for any reason. By using any Online Banking Services, at any time, you agree to be bound by the terms of this Agreement, together with any amendments and modifications thereof. Each time you use any Online Banking Services, you agree that you are reaffirming your acceptance of this Agreement, as well as any amendments and modifications thereof. If you desire a copy of this Agreement, as may be amended and modified from time to time, you may request a paper copy by calling us: (888) 827-5564; or writing us at: SUNFLOWER BANK N.A., Attn: Customer Service, P.O. Box 800, Salina, KS 67402-0800.
  
28. **FINAL AGREEMENT:** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.