# **Online Banking Access Agreement - Personal**

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# I. Introduction

This Guaranty Bank Online Access Agreement ("Access Agreement") for accessing your Guaranty Bank accounts through Guaranty Bank Online explains the terms and conditions governing the online banking services and bill pay offered through Guaranty Bank Online. By using the Guaranty Bank Online Services, you agree to the terms and conditions of this Access Agreement. This Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is no applicable Federal law or regulation, by the laws of the State of Missouri. The terms "we," "us," "our," "Guaranty Bank," and "Bank" refer to Guaranty Bank. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays. Guaranty Bank Online can be used to access Guaranty Bank accounts. The applicable account disclosure statement ("Deposit Agreement and Disclosure") also governs each of your accounts at Guaranty Bank.

#### II. Accessing Your Guaranty Bank Accounts through Guaranty Bank Online

## A. Requirements

To access your accounts through Guaranty Bank Online, you must have a Guaranty Bank account, access to Internet service, and an e-mail address. Once you have accepted this Access Agreement and we have verified your account information, we will send you, by email, a confirmation of our acceptance of your enrollment, and, for your security, we will email your assigned login ID and mail your temporary password. Guaranty Bank Online can be used to access only the Guaranty Bank accounts which you have designated for access in your Enrollment Form. You can add or delete any of your accounts from this Agreement by clicking on the "Message Center" link and sending an electronic mail request providing the account number.

# B. Secure Email

Sending electronic mail through Guaranty Bank Online Message Center is a way to communicate with us. The Message Center is provided for you to ask questions about your account(s) and provide general feedback. The Message Center is accessible after you sign on with your password to a session of Guaranty Bank Online. To ensure the security of your account information, we recommend that you use the Message Center when asking specific questions about your account(s). You cannot use the Message Center to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Guaranty Bank Online or call 417.520.0260. You can submit address changes through the Message Center.

#### C. Charges and Fees

There are no monthly charges or transaction fees for accessing your account(s) through Guaranty Bank Online.

#### D. New Services

We may, from time to time, introduce new online services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

# E. Benefits of Using Guaranty Bank Online

With Guaranty Bank Online, you can manage your personal accounts from your home or office on your personal computer. You can use Guaranty Bank Online to:

- View account balances and review transaction history.
- Transfer money between Guaranty Bank accounts. (As noted in the applicable account Deposit Agreement and Disclosure Statement).
- Transfer money between personal/consumer Guaranty Bank accounts and personally owned consumer accounts at another financial institution within the United States.
- Pay bills to any merchant, institution or individual.
- View Account Statements Enroll accounts for E-Statements.
- Enroll for Mobile Banking.
- · Communicate Directly with us through Secure Email.

#### **III. Terms and Conditions**

The first time you access your accounts through Guaranty Bank Online you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure.

## A. Your Guaranty Bank Online Password

You will be given a Guaranty Bank Online Password that will give you access to your accounts. The first time you login to Guaranty Bank Online you are required to change your password. For security, we require that you create a password that utilizes alpha-numeric and special characters, that you change your password regularly, and that your password not be associated with any commonly known personal identification, such as social security number, address, date of birth, names of children, and that you memorize this password rather that write it down. This password can be changed within Guaranty Bank Online using the "Maintenance" tab.

You are responsible for keeping your password, account numbers and other account data confidential. We will act on instructions received under your password. We undertake no obligation to monitor transactions through Guaranty Bank Online to determine that they are made on behalf of the account holder.

CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. AN IMMEDIATE TELEPHONE CALL TO US IS THE BEST WAY TO REDUCE ANY POSSIBLE LOSSES.

#### **B.** Payment Account

Although there are no fees for accessing your accounts through Guaranty Bank Online, you may be asked to designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees. If you close the payment account, you must notify us and identify a new payment account for the selected services. Additionally, if you close all Guaranty Bank accounts, you must notify Guaranty Bank Customer Service to cancel the Guaranty Bank Online services.

Your Guaranty Bank Online access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, Guaranty Bank Online services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must re-enroll for online banking.

In the event that you fail to login to Internet Banking at least once every 6 months, your Internet Banking ID will be suspended and enrollment in e-statements, if applicable, will be terminated. Any account that has a requirement of e-statements to waive the service charge or earn a premium rate of interest will be affected by this change and will result in either a service charge or lower rate of interest earned. Please note that your bill payment information will be lost if your online banking is terminated.

You agree to be responsible for any telephone charges incurred by accessing your accounts through Guaranty Bank Online. If you wish to cancel any of the Guaranty Bank Online services offered through Guaranty Bank Online, please contact Guaranty Bank Customer Service at 417.520.0260 or send us cancellation instructions in writing to Guaranty Bank, 1341 W. Battlefield, Springfield, MO 65807.

#### C. Our Liability

Except as specifically provided in this Agreement or where the law requires different standards, you agree that neither Guaranty Bank nor the service providers shall be responsible for loss, property damage or bodily injury, whether caused by the equipment, software, Guaranty Bank, or by Internet access providers, or online service providers or by an agent or subcontractor of any of the foregoing, nor shall Guaranty Bank or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the online services, or the Internet or access thereof.

If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

- 1. If, through no fault of ours, you do not have enough available funds in your account to make a transfer.
- 2. If a legal order directs us to prohibit withdrawals from the account.
- 3. If your account is closed, or if it has been frozen.
- 4. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
- 5. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- 6. If any electronic terminal, telecommunication device, or any part of the Guaranty Bank Online electronic fund transfer system is not working properly and you knew about the problem when you started the transfer.
- 7. If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
- 8. If using Pay a Person/P2P and your designated the receiver fails to register as described below or rejects the payment sent as directed by you.
- 9. If you have not properly followed the on-screen instructions for using Guaranty Bank Online.
- 10. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communications lines) prevent the transfer, despite reasonable precautions that we have taken.

# D. Overdrafts: Order of Payments, Transfers, and Other Withdrawals

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, Visa debit card transactions, pre-authorized transactions, Guaranty Bank Online transfers and bill payments, etc.) that you have requested for a given business day, then:

- 1. Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and
- 2. The electronic funds transfers initiated through Guaranty Bank Online may result in an overdraft of your account or, at our discretion, we may cancel the transfer.

In addition, you will be charged the same charges that apply to your account.

# E. Hours of Accessibility

You can access your accounts through Guaranty Bank Online seven days a week, 24 hours a day. However, at certain times, some or all of Guaranty Bank Online may not be available due to system maintenance. You will be notified online when this occurs. Our business day ends at 6:30 p.m. Monday through Friday. Saturday, Sunday and Federal holidays are not included as a business day. Any transfers between your accounts at Guaranty Bank performed Guaranty Bank Online after 6:30 p.m. will be effective on the next business day. The business day cutoff for bill pay transactions and Interbank Transfers is 2:00 p.m. Any bill payment or Interbank Transfer transactions originated on Guaranty Bank Online after the cutoff time will be effective the next business day.

# F. Additional Terms and Conditions

**Obtaining Account Balance and Transaction History** - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available as the transactions are posted to your account.

**Transferring Funds** - The number of transfers from a savings account is limited as described in the applicable Deposit Agreement and Disclosure. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires. There is a \$1,000.00 per day limit on Interbank Transfer transactions.

# G. Loan Payments

**Conforming Loan Payment Notice -** All loan payments must be accompanied by the account number or payment coupon provided. Loan payments must be sent to Guaranty Bank, 1341 W. Battlefield, Springfield, MO 65807-4101. Loan payments may also be made in person to Guaranty Bank personnel at any of our banking center locations. Payments must be received by 6:30PM Central Time, Monday-Friday, except Federal Holidays, to be credited as of that date. Loan payments deposited in our Night Depositories after 7:30AM Central Time will be credited the next business day. <u>Payments made through Online Banking or by TellerPhone, must be made by 6:30 p.m. Monday-Friday in order to be credited on that business day.</u> All other payments received will be credited as of the next business day or as otherwise permitted by law.

# IV. Guaranty Bank Online Bill Payment Service

#### A. Using the Service

The Guaranty Bank Online Payment Service allows you to schedule bill payments through Guaranty Bank Online. You can schedule the payment of your current, future and recurring bills from any of your checking accounts. There is no limit to the number of payments that may be authorized. You may pay any merchant or individual in the United States through

the use of Guaranty Bank Online. We are unable to process any payment of taxes or courtdirected payments through Guaranty Bank Online Payment Services.

## **B. Bill Payments**

By furnishing us with the names of payees/merchants, you authorize us to follow the payment instructions to these payee/merchants that you provide us through Guaranty Bank Online. When we receive a payment instruction (for the current or a future date), you authorize us to charge your checking account and remit funds on your behalf. While it is anticipated that most transactions will be completed on a timely basis, it is understood that due to circumstances beyond our control, particularly delays in handling and posting payments slow-responding companies or financial institutions, some transactions may take several days. For this reason, we recommend that you schedule all check payments to be processed at least seven (7) business days before the actual due date, and schedule all electronic payments at least three (3) business days before the due date, not the vendor's "late date." Guaranty Bank offers an optional Online Bill Pay Rush Delivery Expedited Payments service which is available for an additional fee. Methods of delivery include Overnight Check, 2-Day Check and Electronic Rush Payments. In any event including, but not limited to, choosing a payment date less than seven (7) business days prior to the actual due date, the risk of incurring and the responsibility for paying any and all charges or penalties shall be borne by you. We will use our best efforts to process all your payments properly. A scheduled payment that falls on a non-business day will be processed on the business day immediately prior to the scheduled date of payment.

On the scheduled payment date we will verify that your account as sufficient funds to cover the payment at 7:00 a.m. and 2:00 p.m. central time. If the account has insufficient funds we will attempt to verify the funds and originate the payment for three (3) business days. If after the three (3) business days the account still has insufficient funds the payment is cancelled and you will need to originate a new payment. If the payment is issued by check the funds will not be subtracted from your account until the check is presented for payment. Additional items could post to the account during this time and result in the bill payment check being marked as insufficient.

If you are authorizing a payment instruction using the Pay a Person/P2P feature to an individual receiver who is not registered the registration process must occur before the payment is sent. The receiver will be prompted to complete the bank account and routing information for the receiving account before the payment is authorized. The timing of availability of funds in a receiver's account is subject to the agreement between the receiver and the financial institution holding the receiving account. Failure of an individual receiver to register within nine (9) calendar days from the date we received the payment instruction will result in the expiration of the instruction and the cancellation of the transaction. There is a \$1,000.00 per day limit on Pay a Person/P2P transactions.

Payment of gift checks (aka GiftPay Check) and donation checks (aka Charitable Donation Check) are available for an additional fee. You must provide the payee name and address.

You have the right to cancel or change any scheduled payment before it has processed. You must cancel the payment by no later than Midnight (Central Time), of the day before the scheduled payment date, by selecting EDIT next to the pending payment. To stop a payment from processing, check the box next to the "I would like to stop this payment" function on the Edit Payment screen. A canceled payment is not a stop payment as defined in the Deposit Agreement and Disclosure. Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop the bill payment. You may be able to stop a Guaranty Bank Online bill payment paid by paper check. You will have to contact us by telephone to determine if the paper check has cleared. We will notify you immediately if the paper check has already cleared. If the paper check has not cleared, the stop payment may be placed through Guaranty Bank Online. To be effective, this type of stop payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment, and the check number from the Bill Payment History screen. Stop Payments placed through Guaranty Bank online do not require you to sign and return a stop payment request form. Stop payment charges for Guaranty Bank Online paper checks will be charged the same fee as a stop payment charge for the applicable account. Fees assessed for payments of any Online Bill Pay Rush Delivery Expedited Payments method, GiftPay check and Charitable Donations will not be refunded when stopping payment on an item if the transaction was originated.

Guaranty Bank reserves the right to terminate your use of Guaranty Bank Online bill payment service in whole or part, at any time without prior notice. If, for any reason, you should ever wish to cancel Guaranty Bank Online bill payment services, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service, either by deleting those payments yourself using Guaranty Bank Online or calling Guaranty Bank's Customer Service at 417-520-0260. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

Bill payments are not valid outside the United States, and can be made only in United States Dollars. Payments to foreign addresses or in foreign currencies cannot be made.

# C. OFAC (Office of Foreign Assets Control)

All bill payments will be cross-referenced against a "Specially Designated Nationals and Blocked Persons" or OFAC list. OFAC or U.S. Treasury Department's Office of Foreign Assets Control administers economic sanctions and embargo programs that require assets and transactions involving interests of target countries, target country nationals, or other specifically identified companies or individuals, be frozen. For the purposes of OFAC compliance, these entities are referred to as "Specially Designated Nationals and Blocked Persons". You acknowledge that you may not submit bill payments that violate the laws of the United States. You acknowledge that you will be held to an obligation to submit only lawful bill payments. You acknowledge that you will not act on behalf of or transmit funds to or from, any blocked party subject to OFAC-enforced sanctions.

# D. Bill Pay Charges

Accounts enrolled in Bill Pay without eStatement enrollment will be charged a monthly fee. A Bill Pay fee will be assessed for these optional Bill Pay services: Online Bill Pay Rush Delivery Expedited Payments ,GiftPay checks, Charitable Donation checks, and Online & Mobile Pay A Person/P2P. An Interbank Fee will be assessed on Interbank Transfer Debit transactions. Please refer to the most recent fee schedule that you have been provided.

# V. General Terms

# A. Changes to Charges, Fees or Other Terms

We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you online, or send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional charges or fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. The applicable Deposit Agreement and Disclosure govern changes to fees applicable to specific accounts.

#### **B.** Disclosure of Account Information

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The Bank may also provide information about your account(s) to persons or companies the Bank believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, the Bank routinely informs a credit bureau when accounts are closed by the Bank because they were not handled properly. The Bank may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

# C. Questions or Error Correction on Guaranty Bank Online Transactions

In case of questions or errors about your electronic transfers, contact us as soon as you can if you think your statement or transaction record is wrong or if you need more information about a transfer listed on your statement or transaction record:

- · Contact us by electronic mail (E-mail)
- Fax us at 417.520.6076
- Telephone us at 417.520.0260
- Write Guaranty Bank at 1341 W Battlefield, Springfield, MO 65807. We must hear from you no later than sixty (60) days after we have sent the FIRST paper statement or E-Statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Tell us your name and account number.
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.

Here's what we will do:

We will determine whether an error occurred within ten (10) business days (5 business days if involving a Visa point-of-sale transaction processed by Visa or twenty (20) business days if the transfer involved 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 (5 business days if involving a Visa point-of-sale transaction processed by Visa, or twenty (20) business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we will not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. If we determine that there was no error, we will send you a written explanation. You may request copies of the documents that we used in our investigation.

#### Regarding Visa Debit Card Transactions

Additional Limits on Liability for Visa Debit Card – Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.

#### D. Other General Terms

**Other Agreements** - In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Deposit Agreement and Disclosure, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also. We reserve the right to terminate this Agreement and your access to Guaranty Bank Online, in whole or in part, at any time without prior notice.

#### **VI. Protecting Your Account**

#### A. Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call Guaranty Bank Customer Service at 417.520.0260.

**Protecting Personal Information** - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your accounts. It is your responsibility to protect personal information with the same level of care that you protect your account information.

**Taking Care of Your Guaranty Bank Online Password** - The password that is used to gain access to Guaranty Bank Online should also be kept confidential. For your protection we recommend that you change your password regularly. It is recommended that you memorize this password and do not write it down. You are responsible for keeping your

password, account numbers and other account data confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify Guaranty Bank Customer Service at once at 417.520.0260.

## B. Unauthorized Transactions in Your Guaranty Bank Accounts

- Electronic Fund Transfers (Regulation E)

Notify us immediately if you believe another person has improperly obtained your Guaranty Bank Online Login Id and/or password or if you believe that an electronic fund transfer has been made or may be made without your permission. Notify us immediately if you suspect any fraudulent activity on your account. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, we may extend the time periods.

Also refer to your account disclosure regarding Electronic Fund Transfers -Your Rights and Responsibilities.

**Contact in event of unauthorized transfer** – If you believe your password has been stolen, call 417.520.0260 or write: Guaranty Bank, 1341 W. Battlefield, Springfield, MO 65807.