

SULLIVAN BANK

INTERNET BANKING SERVICES AGREEMENT

THIS AGREEMENT sets out the terms on which the customer ("you") may obtain services from SULLIVAN BANK (the "Bank") using the Internet.

1. Internet Services: Fees. The following Bank services will be available to you through the Internet: Account inquiry, check image retrieval, statement retrieval, funds transfer, stop payment, and bill payment. You may be required to enter into other agreements in order to use any of these services. The Bank may, at any time, increase or delete any such services, provided that no services will be deleted unless you have been given at least 30 days prior written notice. You must provide your own access to the Internet through an Internet provider of your choice. You will be required to pay the standard fees for any transactions that you make through the Internet. The Bank may establish other fees by giving you at least 30 days prior written notice. You are responsible for all telephone charges you incur in connecting to the Internet and for any charges imposed by your Internet provider.

2. Transfers of Funds. You may only transfer funds from one account to another account to the extent that there are unencumbered collected funds in the account from which you want to transfer funds. The number of transfers that you may make may be limited by law or government regulation and the Bank may establish restrictions on transfers that may exceed those limits. Any transfers initiated after 4:30 p.m. will be effective the following business day.

3. Changes in Terms: Cancellation. The Bank may change terms of this Agreement at any time by giving you at least 30 days prior written notice of the change. If you use the Internet services after receipt of such notice, you will be deemed to have agreed to such change. Either you or the Bank may cancel this Agreement and terminate your use of the Internet banking services for any reason by giving the other 30 days prior written notice. Notwithstanding the foregoing, the Bank may terminate your rights under this Agreement at any time, and without prior notice or liability to you, if you have breached any of your obligations under this Agreement or any other agreement with the Bank, or if the Bank has reason to believe that you have attempted to access accounts or information at the Bank to which you do not have rights, or if the Bank believes that the use of the internet services may involve fraud or the violation of any laws or regulations.

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

5. Interruption in Service: Limit of the Bank's Liability. Any information you receive from the Bank can only be provided on a best-efforts basis for your convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information. The Bank is not responsible for any computer virus or related problems which may affect or result from your use of the Internet banking services. Neither the Bank, nor any of the Bank's affiliates, officers, directors, employees or agents, will be responsible for any indirect, special, incidental or consequential damages arising in any way out of the Agreement or your use of the Internet banking services. Any liability of the

Bank for actual damages shall be limited to the fees that you have previously paid to the Bank for the use of the Internet banking services under this Agreement. The Bank will have no liability to you if you are not able to complete any transaction using the Internet as provided herein if: (1) you do not have enough money in your accounts to make the transfer; (2) the Bank's Internet or computer system is not working properly and you knew about this when you started your transaction; (3) the failure is the result of any act or omission of any Internet service provider or any software provided by any third party, or the other party to the transaction; (4) service is interrupted or blocked pursuant to security procedures; or (5) circumstances beyond the Bank's control (for example, fire, flood, loss of power, or interruption of communication systems) prevent the completion of the transaction. The Bank may on a regular basis perform maintenance on the Bank's equipment or systems which may result in interruption of the Internet banking services and the Bank will not have any liability to you as a result of any such interruptions. The Bank may contract with third parties to provide certain Internet services to you. The Bank will have no liability of any kind to you with respect to any acts or omissions of such parties, and your sole remedy shall be against such third party. If you experience any inability to access the Internet, you should call the Bank during normal business hours at the telephone number at the beginning of this Agreement.

6. Stop Payment Orders. If the Internet services include the ability to request stop payments on checks, or delays in payments of post-dated checks, the Bank will not be required to act on such instructions until 4 hours after the notice is received by the Bank, or until 11:00 am on the next business day if the 4 hours would end after the normal business hours of the Bank. You should call the Bank if you wish your instructions to be acted on more quickly.

7. Miscellaneous. If anyone or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable. The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflicts of law provisions.

8. Entire Agreement; Amendment. This Agreement is the entire agreement between you and the Bank regarding your use of the Internet banking services, and it supersedes any prior discussions and agreements between you and the Bank regarding the Internet banking services, and supersedes any marketing or other similar material pertaining to the Internet banking services. The foregoing does not apply to agreements and disclosures applicable to your accounts, or disclosures or agreements relating to specific transactions, and such other agreements or disclosures shall supersede this Agreement to the extent that there is any inconsistency. This Agreement is subject to, and incorporates, all account agreements and other agreements or disclosures that the Bank has delivered, or may hereafter deliver, to you with respect to your accounts or Bank products or transactions. The Bank may amend this Agreement at any time by posting the amendments on the Bank's Internet website, or otherwise sending a copy of the amendment to you including by electronic mail, and such amendments shall be effective 30 days after such posting or delivery to you.

9. Notices. The Bank may give you written notices either by mailing them to your last known address, or by sending such notice to you over the Internet at your designated Internet address. You agree that if the Bank is required by any laws or regulations to give you written confirmation of the completion of any transaction, then the Bank may in its sole discretion give such confirmation to you electronically over the Internet. If there is more than one of you, the Bank will only be required to give notice to one of you. If you wish to give notices to the Bank you must send it in writing to either of the following addresses:

Mail Address: Sullivan Bank

318 West Main Street

Sullivan, MO 63080

Attn: Financial Services Department

10. Bill Payment Agreement & Disclosures. Use of the Sullivan Bank Bill Payment Service indicates acceptance of terms and conditions set forth in the Online Banking Agreement & Disclosures and the terms and conditions set forth in this Bill Payment Agreement & Disclosures ("Agreement") as each may be jointly and/or independently amended from time to time. This Agreement is provided in electronic form, and by using the Bill Payment Service you agree to accept the Agreement in that form.

Please read the Agreement carefully because it is our legal agreement with you that governs your use of our Bill Payment Service.

1. INTRODUCTION: Through online banking you may subscribe to our optional Bill Payment Service. The Bill Payment Service allows you to schedule payments through the Internet for current, future, and recurring bills from your checking account with us.

You may use our Bill Payment Service to direct us to make payments from your designated checking account to the Payees you choose in accordance with this Agreement. The terms and conditions of this Agreement are in addition to the agreements, disclosures and other documents in effect from time to time governing your deposit account with us, including the Deposit Account Agreement & Disclosures ("Deposit Agreement"), and the Online Banking Agreement & Disclosures.

"Bill Payment Service" and/or "Service" means the bill payment service that Sullivan Bank makes available over the Internet and is also a Service under the Agreement. "Bank", "we", "our", or "us" means Sullivan Bank. "Account" means the deposit account you designate to process Bill Payment transactions through. "Payee" or "Merchant" means anyone you designate and we accept as a payee. "Payment" means your remittance to a payee.

2. REQUIREMENTS & RESTRICTIONS: To subscribe to Bill Payment, you must designate a specific checking account to process your Bill Payment transactions through. The account you designate for this purpose must be in good standing with us in accordance with our criteria.

Bill Payment is intended for use only by individuals and sole proprietors.

Other types of legal entities (partnerships, LLCs, corporations) are not permitted to use the Bill Payment Service. We will not permit you to use a money market or savings account as your designated Bill Payment account because federal regulations require us to limit the number and types of transfers from money market and savings deposit accounts.

Requirements for dual signatures on checks do not apply to the Bill Payment Service.

3. PAYEE DESIGNATION You can use the Bill Payment Service to make payments to almost any Payee or Merchant you want, including individuals, local service providers, utilities, credit cards, or to make mortgage or loan payments, or charitable donations, etc.

The Bill Payment Service cannot be used to make payments for the following:

- Tax payments to the Internal Revenue Service or any state, local or other government agency;
- Court-ordered payments such as child support or alimony; and
- Payees located outside of the United States.

By furnishing us with the names of your Payees (Merchants and/or individuals) and their addresses, you give us authorization to follow the Payment instructions, which you provide to us. When we receive a Payment instruction for the current date or a future date, we will remit the funds to the Payee on your behalf from the funds in your designated account; on the day you have instructed them to be sent ("Payment Date"). We are not obligated to pay funds from your Account if the available Account balance is insufficient to cover the Payment. Funds for AL bill payments, whether paid electronically or by check, will be withdrawn from your Account no later than three (3) business days following the Payment Date.

We are not responsible if a Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant, or if you attempt to pay a Merchant that is not on your Merchant Accounts list.

4. MAKING / SCHEDULING PAYMENTS: You may use the Bill Payment Service to authorize recurring payments or non-recurring payments. Recurring payments are payments that you schedule in advance to recur at substantially regular intervals in the same amount to the same Payee. Recurring Payments may be scheduled for up to ten (10) years. Nonrecurring Payments are a single, one-time Payment to a specified Payee. Non-recurring Payments may be scheduled to be initiated up to eighteen (18) months in advance.

We limit the amount of each individual Bill Payment transaction to \$10,000.00.

Payments are processed Monday through Friday at IPM Central Time, except on Federal holidays. If you attempt to schedule a Payment on a weekend or Federal holiday, you will be prompted to select a different date, or the Payment will be processed on the preceding business day if it is an auto recurring Payment. The Payment method may be electronic or by check. The first Payment to a Merchant must be scheduled at least five (5) business days prior to the due date for each Payment (recurring or variable) to allow adequate time for the Payment to reach the Payee. The due date is the date the Merchant has designated for payment, and should not be adjusted for any grace period or late date accommodations the Merchant may provide. Once the Service has been notified whether a Merchant accepts electronic payments or requires a paper check, after making the first Payment to that Merchant, the Service will display a message indicating that the Merchant requires either a two (2) day lead time for an electronic payment, or a five (5) day lead time if a paper check sent by regular mail is required.

Any Payments made with the Bill Payment Service require sufficient time for your Payee to credit your Account with them properly. To avoid incurring a finance charge or other charge, you must schedule a Payment sufficiently in advance of the due date of your Payment. If you fail to schedule your Payment according to the recommended timeframe, we will not be responsible for the late fees or finance charges. We will not be liable if any third party, through whom any Payment is made, fails to properly transmit the Payment to the intended Payee.

You agree to have available collected funds on deposit in the Account you designate in amounts sufficient to pay for all Payments requested, as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in your designated Account and we have not exercised our right to reverse or reject a Payment, you agree to pay for such payment obligations on demand. You further agree that we, at our option, may charge any of your accounts with us to cover such payment obligations.

5. CHANGE OR DELETE PAYMENTS /STOP PAYMENTS

Any Payment can be changed or cancelled; provided you access the Service prior to IPM Central Time on the business day the Payment is going to be processed and sent. To place a stop payment, please call Customer Service at 1-866-748-9326 or you can use the option on the "Payment Calendar" to make the request.

We shall not be liable to you due to a stop payment request if your order to do so is not presented prior to the time the check has cleared. Once the Payment has cleared, you can no longer stop payment.

6. PAYMENT GUARANTEE If all Payment guidelines were followed and a Payment is still posted late to your Account with a merchant resulting in a late fee, at our discretion; we will make an attempt to have the Merchant waive the late fees. If the Merchant is unwilling to waive late fees, up to \$50 in late fees assessed by the Merchant will be covered by us. However, due to factors beyond our control such as the U.S. Mail and payment processing at the Merchant, it is not guaranteed that a Payment will post on the fifth business day (or second, if issued electronically). It is imperative to note that Merchant grace periods are not taken into consideration, and if adequate lead time prior to the payment due date was not allowed by you in scheduling the Payment, this Guarantee is void.

NOTE: If the Merchant is not willing to discuss late fees or status of the Account with us, you will be notified and advised that the Merchant requires your authorization before further discussions can occur between us and the Merchant.

7. **LIABILITY:** You are solely responsible for controlling the safekeeping of and access to your Bill Payment information. You are liable for all transactions you make, or that you authorize another person to make, even if that person exceeds his or her authority. If you want to terminate another person's authority, you must change your Online Banking logon password. In the event that you have experienced unauthorized access to our Bill Payment, you must notify us of the unauthorized access, identify any Payments made or potential Payments scheduled, and change your logon information.

You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. We are not responsible for a Payment that is not made if you did not properly follow the instructions for making the Payment. We are not liable for any failure to make a Payment if you fail to promptly notify us after you learn that you have not received credit from a Payee for a Payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.

In any event, we will not be liable for any special, indirect, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

8. **INACTIVITY** If you do not access or use the Bill Payment Service for a period of more than ninety (90) days, we may in our sole discretion, terminate your access to and use of the Bill Payment Service without notice to you.

9. **TERMINATION:** We reserve the right to terminate your use of Bill Payment at any time without prior notice to you. If, for any reason, you should want to terminate your use of our Bill Payment Service, we recommend that you cancel all future Payments and transfers at the same time you terminate the Service, either by deleting the Payments yourself or by contacting the Bank as stipulated below. We will delete all outstanding payments (both one-time and recurring), as part of your Service termination.

We are not responsible for any fixed Payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any and all Payments made by us on your behalf through the Bill Payment Service.

Should you opt to discontinue any of the Accounts or Services to which this Agreement pertains, written notice must be provided to us immediately at the following address.

Sullivan Bank
318 West Main Street
Sullivan, MO 63080

10. AGREEMENT ASSIGNMENT AND AMENDMENT: We may assign this Agreement to any affiliate, parent or other company. We may also assign or delegate certain of its rights and responsibilities under this Agreement to such third parties as we may elect upon notice to you whereupon we shall be released from any and all further liability or responsibility related thereto. We reserve the right to amend or cancel any of the provisions of this Agreement, including changes to any fees, costs, or assessments. We may amend or cancel any provision or charge by disclosing the change electronically, and, at our option, by sending you notification in addition thereto. We will provide notice of thirty (30) days of any changes (or such lesser period as may be allowed by applicable law) unless an immediate change is necessary to maintain the security of the system. You may choose to accept or decline amendments, cancellations or changes by continuing or discontinuing the accounts or services to which these changes relate, at your option. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations.

Sullivan Bank Alerts Terms and Conditions

Alerts. Your enrollment in **Sullivan Bank** Online Banking and/or Mobile Banking (the “**Service**”) includes enrollment to receive transaction alerts and notifications (“**Alerts**”). Alerts are electronic notices from us that contain transactional information about your **Sullivan Bank** account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as **scheduled payments made, scheduled payments cancelled and mobile deposits**. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the Manage Alerts menu within **Sullivan Bank** Online Banking and Manage Alerts menu within **Sullivan Bank** Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. **Sullivan Bank** reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels (“**EndPoints**”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your **Sullivan Bank** Online Banking message in- box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, **text "STOP" to 99588 at any time.** Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **Sullivan Bank** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text “HELP” to **99588**. In case of questions, please contact customer service at **573-468-3191**. Our participating carriers include (but are not

limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. **Sullivan Bank** provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **Sullivan Bank's** control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **Sullivan Bank**, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.