

Online Banking Agreement

American State Bank & Trust Company
Ph: 1-620-793-5900
1321 Main Street
Great Bend, Kansas 67530

PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE USE OF INTERNET BANKING SERVICE OR INITIATING ANY TRANSACTIONS.

I. Scope of this Agreement:

This Agreement between you and American State Bank & Trust Company governs your use of our Online Banking Services (the "Service"). The Service permits you to perform a number of banking functions on your accounts linked to the Service through the use of a personal computer and the Internet.

II. Accepting the Agreement:

After you have carefully read this Agreement in its entirety and the linked Privacy Notice, you will be asked to consent to (accept) the terms and conditions of this Agreement. You should print and/or save a copy of this Agreement for your records. If you have any questions about this Agreement, please contact our Online Banking Customer Service Representative. Our contact information is listed at the top of this Agreement. You can obtain a paper copy of this Agreement at any time. **WHEN YOU REPLY WITH YOUR ACCEPTANCE OF THIS AGREEMENT, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU ALSO CERTIFY THAT YOU ARE ABLE AND WILLING TO ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT AND YOU UNDERSTAND THAT YOU CAN PRINT A COPY AND/OR SAVE IT TO YOUR HARD DRIVE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, YOU WILL NOT BE ALLOWED TO PROCEED WITH OUR INTERNET BANKING SERVICE. YOU CAN STILL ENROLL FOR THE SERVICE AT A LATER TIME.**

III. Definitions:

- A. **"Account Access"** means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.
- B. **"Account Agreement"** means the agreement between you and us that governs the use of your Account including the deposit account agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.

- C. **“Agreement”** means this Online Banking Agreement which contains the terms and conditions of the Online Banking services.
- D. **"Bill Payment Account"** means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with Online Banking Services.
- E. **"Bill Payment Service"** means our service that allows you to pay or transfer funds to designated Payees based upon your instructions to us via personal computer entered on the bill payment site.
- F. **“Bill Payment”** or **“Payment”** means the remittance of funds, initiated through Online Banking Services, from a Bill Payment Account to a Payee.
- G. **“Business Day”** – Is every Monday through Friday, excluding Federal Reserve holidays. Account transfers are processed on all Business Days that the Federal Reserve is open for business.
- H. **“Business Day Cutoff”** - Refers to the cut-off time for posting purposes. The cut-off time is based on our Business Days and the Central Standard Time Zone. For posting purposes, we will process all transactions completed by 3:00 p.m. on that Business Day (our regular cut-off time is 4:00 p.m.). Transactions completed after 3 p.m. will be processed on the following Business Day.
- I. **“Deposit Account Agreement”** has the meaning provided in Article XVI Section F.
- J. **“Electronic”** means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.
- K. **"Electronic Funds Transfer" (EFT)** – Refers to any transfer of funds initiated through the Service, such as an account transfer.
- L. **“Eligible Accounts”** – You must have an existing account relationship with us to enable our Online Banking Service. An Eligible Account means any one of your deposit account(s) to which we may allow access via the Service under this Agreement. If you want to initiate transfer requests from an Eligible Account(s) through the Service, you will need the required withdrawal authority over the account in order to complete the transaction. When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service.
- M. **“Online Banking Services”** or **“Service”** means the service(s) described in this Agreement.
- N. **“Password”** means the confidential identification number or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Online Banking Services.
- O. **“Payee”** means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using Online Banking Services.
- P. **“PC”** means personal computer (including any personal data assistant or other)
- Q. **“Service Provider”** means any agent, licensor, independent contractor or subcontractor this Bank may involve in the provision of the Online Banking services.

- R. **“Transfer”** means a transfer of funds, initiated through Online Banking Services, from one eligible account to another.
- S. **“Transfer Day”** means Monday - Friday, to 3:00 p.m., Central Time (Standard or Daylight). Holidays are not included.
- T. **“User Guide”** means the document(s) provided by Bank to Company in conjunction with a specific Service selected by Company that further defines the Service or any requirements related to the Service.
- U. **“You”** or **“your”** refers to the owner of the Eligible Account and person(s) subscribing to or using the Service.
- V. **“We”, “us”, “our”** or **“Bank”** refers to American State Bank & Trust Company and any agent, independent contractor, Service Provider, licensor, designee, or assignee American State Bank & Trust Company may involve in the provision of Online Banking services.

IV. Access:

Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. The Bank may change the terms and conditions of this Agreement from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Article XVI, Section Q. Use of Online Banking Services after the effective date of such changes will constitute your consent to the changes.

V. Featured Basic Online Banking Services:

The Basic Online Banking Service currently offers the following features:

- Account Inquiries for balances, rates, etc.,
- Up to 90 days of Account History,
- Transfers between your accounts at this financial institution,
- Secure E-mails via the Service’s messaging system,
- Payments to loans at this financial institution,
- Online check reorders,
- Bill Payment Service,

Additional services may be included in an update to this Agreement or in other separate agreements to notify you of the existence of any new services available through Online Banking Services. Information about new services may be obtained from our website at www.americanstatebankna.com. Not all of the products or services described on the Bank’s website are available in all geographic areas. Therefore, you may not be eligible for all the products or services described. We reserve the right to determine your eligibility for any product or service. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Agreement or separate agreements covering these services.

In most cases you may use Online Banking Services to gain access to deposit accounts in which you have an unrestricted right to withdraw available funds. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Online Banking Services account access, restrict Online Banking Services account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

VI. Additional Information about the Services.

A. Account Access.

Transfers and Payments from your Account will be deducted on the date you instruct us to process them. If the date you schedule a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

B. Processing Fund Transfers.

We can process a Transfer until the close of the Transfer Day. If you schedule a Transfer for a future date, we will process the transaction after the close of business on that date, if that day is a Transfer Day.

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 that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds (“NSF”) charges that may apply.

C. Canceling Transfers or Payments.

You may cancel a pending Transfer or Payment transaction. However, to do so, we must receive your instruction to cancel prior to the cutoff time on the Transfer Day the transaction is scheduled to be processed. If we don’t receive your instruction to cancel a transaction before that time, we may process the transaction.

D. Transfer(s) from Savings/Money Market Deposit Accounts.

Federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers from savings and money market deposit accounts. You are

limited to six (6) preauthorized electronic fund transfers per month. Each fund transfer through these Services from your savings or money market deposit account is counted as one of the six (6) transfers permitted each month. However, payments to your loan accounts with us are not counted toward this transfer limit for savings/money market deposit accounts.

E. Overdrafts: Order of Payments, Transfers, and Other Withdrawals.

If funds are withdrawn from any of your accounts by means of electronic funds transfers, other than through Online Banking Services on the same business day as an Online Banking Services transaction, and if the account contains insufficient funds to enable both the electronic funds transfer and the Online Banking Services transfer to be made, then the electronic funds transfer will have priority and the Online Banking Services transfer will be refused or will result in an overdraft on your account. This is at the Bank's sole discretion.

F. Bill Payment Service.

You can arrange, at your option, for the payment of your current, future and recurring bills from your designated Bill Pay Account. For Bill Payment Service, your Payee list may include utility companies, merchants, financial institutions, insurance companies, individuals, etc. within the United States whom you wish to pay through Bill Payment Service. Please include the full name of the Payee and a complete mailing address and telephone number for each Payee, along with your account number with the Payee, the amount of the Payment, and whether the Payment is recurring. The Bank reserves the right to decline to make Payments to certain persons and entities. You agree that any Payment for taxes, Payments that are court-ordered, government payments and Payments outside of the United States are prohibited and you agree that you will not attempt to use the Service to make these types of Payments. On recurring Payments, it is the responsibility of the account owner or designated authorized users to update Payee account information such as address changes, account numbers, etc.

Payments are posted against your ledger balance, plus the available credit on your overdraft protection, if any, or other line of credit.

You may schedule Payments to be initiated on the current Business Day, on a future date, or on the same date of each month. Changes to previously scheduled Payments must be made before 12:00 P.M. CST the Business Day before the day it is to be initiated. If the transaction shows an (IN PROCESS) status, then the Payment cannot be modified or deleted. Although you can enter Payment information through the Service twenty-four (24) hours a day, seven (7) days a week, the Bank only initiates on Business Days. Funds must be available in your Account on the "Scheduled Payment Date". We may make the Payment either by transferring funds electronically to the Payee or by mailing the Payee a check. Funds will be deducted from your account on the Scheduled Payment Date if the Payment is made as an Electronic Payment, or when the check clears your account if the payment is made by check.

When you create a new Payee in the Bill Payment service, it has a temporary status until we have had sufficient time to set up the account, and for your business Payees, verify information about your account. You should schedule a Payment to a new Payee at least five (5) Business Days before any Payment due date, to allow us time to set up the Payee and verify information about your account with the Payee. Bank is not liable for any service fees or late charges levied against you due to postal delays or processing delays by the Payee. There is no limit on the number of Payees or number of Payments that may be authorized.

For all subsequent Payments, you agree to allow at least five (5) Business Days between the date you schedule a Payment to be initiated and the Scheduled Payment Date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other actions taken by the Payee. If you schedule your Payment and follow all instructions provided, and the Payment is not received by the Payee in a timely manner, a representative of the Bill Pay provider will work with the Payee on your behalf to have any late fees or charges reversed.

Whether a Payment is made as an Electronic Payment or by check, if sufficient funds are not available in your designated account on the Schedule Payment Date, we may refuse to honor the check and return it unpaid. At our sole discretion, we may elect to pay the check regardless of the insufficient funds. In either event, your qualified designated account will be charged our then current fee for processing insufficient items, whether the check is paid or returned, as applicable. You are responsible for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account.

Recurring Payments and Transfers are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, recurring Payments and Transfers will be made automatically until you delete the Payment or Transfer or upon expiration. If the Payment is not a recurring Payment, it will be a "one-time Payment." One-time Payments do not recur and are not made until you enter the Payee and amount of the current bill and submit the Payment. A recurring Bill Payment Service transaction that you want deleted must be deleted or the next Payment date changed five (5) Business Days before the current transaction date.

In the event a Payment is returned to us for any reason, you authorize us, in our sole and absolute discretion, to either research and correct the Payment information or to void the Payment and re-credit your Account.

VII. Requirements for Enrolling in the Service:

A. In order to enroll in the Service you must: Have an Eligible Account with Bank. Your account with us must be in good standing. If you have more than one account or other relationship with us, we will "link" the relationships together unless you request certain accounts not be linked. Accounts which are "linked" under the Services will have

one common owner and signer. Any signer, acting alone, must be authorized to access a linked account. Any non-linked account will not be accessible through the Service

B. Prior to enrolling in the Service and accepting the electronic version of this Agreement, you must verify that you have the required hardware and software necessary to access the Service and to retain a copy of this Agreement. You will need the following:

- Internet Access.
- A computer with a modem and Internet browser that can support SSL, 128-bit encryption.
- For security purposes, you should use the most current versions of Internet browsers: Microsoft Internet Explorer version 7.0 or higher or Mozilla Fire Fox version 2.0 or higher. The most current versions will support 128 bit encryption.
- Access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures; and
- An external e-mail address.

We may revise hardware and software requirements, and if there's a material chance that the changes may impact your ability to access the Service, we will notify you of these changes 30 days in advance and provide you an opportunity to cancel the Service.

C. Equipment Maintenance: You are solely responsible for virus protection and maintenance of your PC. Bank shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained hardware and software. You should ensure that you have the following:

1. Virus Protection: You should routinely scan your computer and diskettes using a reliable virus detection product. Undetected or un-repaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.
2. Firewalls: You should also utilize a firewall, (hardware and/or software) especially if you have a broadband Internet connection such as DSL or cable modem.
3. Patches: You should periodically update your operating system and browser for critical security related patches. Microsoft updates and patches can be found at: <http://v4.windowsupdate.microsoft.com/en/default.asp>

VIII. Electronic Disclosures:

In the future, we may deliver amendments to this Agreement. WITH YOUR ACCEPTANCE BELOW, YOU AGREE TO ACCEPT ONLINE BANKING RELATED DISCLOSURES IN

AN ELECTRONIC FORMAT. YOU ALSO AGREE THAT YOU HAVE THE NECESSARY EQUIPMENT FOR ACCESSING THE SERVICE AND FOR VIEWING ELECTRONIC DISCLOSURES. In addition, you can request paper copies of documents through the Service. Additional fees for paper copies may be imposed depending on the type of account you have and/or the reason and frequency of your requests for paper copies. You should print or save a copy of all disclosures delivered electronically.

IX. Enrollment Process:

You must complete the enrollment process to use the Service. You must enroll for the Service via the Internet. The Internet enrollment process involves completing a secure online application that will identify all the information that Bank will need to enable the Service. When you enroll for the Service, you agree to provide true and accurate information. Our Online Banking Customer Service Representative will verify the information you submit for accuracy and proper authorizations. We will send you a confirmation email upon receipt of your Agreement. You may begin using the Service only after receipt of this information via email.

X. Emails:

We may send you a welcome email after you enroll in the Service and we may send emails and/or secure messages through the Service regarding important Online Banking matters and/or changes to this Agreement. We must maintain your current email address in order to deliver this information to you. It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers and e-mail addresses. Changes can be made either within the system through the Services menu or by contacting our Online Banking Customer Service Department. You agree to maintain and promptly update your information as applicable. You agree not to impersonate any person or use a name that you are not authorized to use.

XI. Account Balances:

Balances shown in your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges, including electronic transactions such as debit card, ATM, and Internet initiated transactions. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Online Banking Business Day Cut-off time of 3p.m. to be effective the same Business Day. The balances within the Service are updated periodically and the system will display the most current "as of" date on the "accounts" summary page. There may be situations that cause a delay in an update of your balances. The Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

XII. Privacy:

Privacy. We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information as well as your financial

transactions with us. You should read our Privacy Notice before completing the enrollment process for the Service.

XIII. Security Procedures:

The use of a security code and other security features is a “Security Procedure” established by Bank to authenticate the identity of the person attempting to gain access to the Service. The Security Procedure is not designed for the detection of errors. Prior to activating your access to the Service, our Online Banking department will verify your identity and authorization against information associated with the Eligible Account(s) that you request to be tied to the Service. One of the main security features protecting the Service is the unique combination of your Username and Password. You should keep your Username and Password in a secure location. Any person having access to your Username and Password will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. You are responsible for safeguarding your Username and Password. Providing these codes to another person effectively constitutes a grant of authority to access your accounts.

A. Upon registering onto the Service for the first time, you will be required to establish your own Username and Password, which is encrypted in our database. Neither Bank nor its Service Providers have access to your password. You should carefully select a Password that is hard to guess. Your Password must meet the following minimum requirements:

- It must be at least six (6) characters long.
- It must contain at least 5 alpha characters and 1 numeric character.

Note: Special characters may be used to increase security. Keep your Password safe. Memorize your Password and do NOT write it down. A Password should be changed immediately if you suspect that your Password has been compromised. This can be done at any time from the “Services” menu after you log on to the Service.

B. You agree to comply with the Security Procedures, including any other Security Procedures that Bank directs you to use, either by written notice, by posting on Bank’s web site or other electronic means, or any other way the Bank deems appropriate, and you acknowledge and agree that such Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, or other element, means, or method of authentication or identification used in connection with a Security Procedure (“Security Devices”), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize Bank to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Bank to execute

such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to this Agreement or your deposit account maintained with Bank, and you agree and intend that the submission of transaction and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute each such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated hereunder, and that you bear the sole responsibility for detecting and preventing such error.

C. You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to Users. You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. You also agree that the persons authorized to use this Service (“Users”) shall not share Security Devices with each other. Where you have the ability to change or modify a Security Device from time to time (e.g., a Password or User ID), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, by calling the applicable referenced number indicated at the top of this Agreement if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to an authorized person(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. You agree to indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney’s fees, caused by your, your employees’, or agents’ failure to keep the Security Procedures or Security Device confidential and secure.

D. You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.

E. We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the

applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

F. Log-On Security – For your protection, you should Exit after every Online Banking session. However, in order to help prevent unauthorized access to your account(s) your online session will end automatically if you have not pressed the “Submit” button for 5 minutes. This is to protect you in case you accidentally leave your computer unattended after you logged on. When you return to your computer, you will be prompted to re-enter your Password. In addition, we will deactivate your account after three unsuccessful login attempts within a 24-hour time frame.

G. Encryption – The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Online Banking. Your browser automatically activates this technology when it attempts to connect to our Service. Our Service requires a browser that supports 128-bit encryption. Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from open to locked. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

H. Certificate Authority - The servers hosting our Service have been certified by a "Certificate Authority" to assure you that you are actually talking to our Service instead of someone pretending to be us. If you are using an older browser, such as anything prior to versions Internet Explorer version 7 or Mozilla Fire Fox version 2.0, you will see that the "Certificate Authorities" key may have expired; you will need to update it on your browser.

I. Use of Public Computers — The security of public computers (e.g. in a Library, or Internet café) cannot be assured; therefore we strongly recommend that our customers refrain from accessing online accounts on a public computer. In addition to the security features described above, there may be other security related notices posted on our website or Service from time to time. It is your responsibility to read all security notices. **NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CAN NOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.**

XIV. Your Responsibility:

A. Physical and Electronic Security.

1. You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as “malware,” “keystroke loggers,” and/or “spyware”), problems or malfunctions

resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and Bank is not responsible for any damage to your computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.

2. You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as “phishing” or “pharming”). You agree to educate your representative(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that Bank will never contact you by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails that Bank transmits to you. In the event you receive an e-mail or other electronic communication that you believe, or has reason to believe, is fraudulent, you agree that you shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. To the extent allowed by law, you agree that Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.

3. In the event of a breach of the Security Procedure, you agree to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank’s agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. You further agree to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist Bank shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by Bank.

B. Reporting Unauthorized Transactions.

You should notify us immediately if you believe your User Name or Password have been lost or stolen, that someone has gained access to the Security Procedure, or that someone has transferred or may transfer money from your Account without your permission or if you suspect any fraudulent activity on your Account. To notify us, call us at the number

provided in Article XVI, Section E. between 8:00 a.m. and 5:00 p.m during a Business Day.

C. Duty to Inspect.

You shall inspect all transaction history and other material evidencing the output of the Service(s) performed by Bank. You must report all errors to the Bank for Services performed and indicated in the transaction history and other material evidencing the output of the Service(s) or otherwise reported to you daily by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time not to exceed thirty (30) days from the date that the error is made. Failure of you to promptly report errors within such specified time shall preclude you from asserting against the Bank any claims arising from the error or any loss caused by the error.

D. Financial Information.

Bank may from time to time request information from you in order to evaluate a continuation of the Service(s) to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. You agree to provide the requested financial information immediately upon request by Bank, in the form required by Bank. If you refuse to provide the requested financial information, or if Bank concludes in its sole discretion that the credit risk of you is unacceptable, Bank may terminate the Service according to the provisions hereof. You authorize Bank to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

E. Deadlines.

You shall deliver or transmit all data or information to Bank by the deadline(s) specified in this Agreement. Bank shall have no obligation to process data or perform the Service if the data is not received by the Bank by the specified deadline.

F. Payment for Services.

You agree to pay Bank the fees established by Bank for rendering the Services under the terms of this Agreement. Depending on which services you subscribe to through Online Banking Services, you will be charged the applicable fees as set forth in our Fee Schedule hereby incorporated by reference and made a part hereof. Once you have subscribed, you will be charged the applicable Monthly Fee(s) whether or not you use Online Banking Services.

The Bank may change or add any fees for Online Banking Services by the procedures outlined in Article XVI, Section Q for amending this Agreement. Fees charged for Online Banking Services under this Agreement are in addition to any service charges or fees that apply to your accounts with us. Currently, there are not fees for the basic Online

Banking Service.

You authorize the Bank to deduct all applicable Monthly Fees from the Primary Account you have specified. If you close the Primary Account, you must notify us and identify a new Primary Account for the selected services.

In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by Bank). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

XV. The Bank's Responsibilities:

Bank agrees to use ordinary care in rendering Services under this Agreement. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys' fees, costs and expenses Bank may incur in collecting any sums you owe to Bank for overdrafts, service charges or otherwise or in enforcing any rights Bank may have under the terms of this Agreement or applicable law, rule or regulation applicable to your account(s) or the Services rendered by Bank under this Agreement. You also agree to pay all attorneys' fees, costs and expenses that Bank may incur as the result of defending any claim or action made against Bank by you or on your behalf where Bank is found not to be liable for such claim. In no event shall Bank be liable to you for attorneys' fees incurred by you in any action brought by you against Bank.

Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the forgoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

A. Access.

We will not be liable under this Agreement for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.

B. Your Computer Equipment & Your Software.

We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with our Services.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Mozilla Firefox, Internet Explorer®, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or

any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Online Banking Services.

C. Any Transaction or instruction that:

(1) exceeds your collected and available funds on deposit with the Bank; (2) is not in accordance with any condition indicated by you and agreed to by the Bank; (3) the Bank has reason to believe may not be authorized by you; (4) involves funds subject to hold, dispute, or legal process preventing their withdrawal; (5) would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (6) is not in accordance with any other requirement stated in this Agreement or any Bank policy, procedure or practice; or, (7) for the protection of the Bank or you, the Bank has reasonable cause not to honor.

XVI. Other Provisions:

A. Hours of Operation.

Our representatives are available to assist you from the hours of 8:00 a.m. to 5:00 p.m. Central Time (Standard or Daylight), Monday through Friday, except holidays, by calling the number provided in Article XVI, Section E.

B. Ownership of Website.

The content, information and offers on our website are copyrighted by us and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Bank's Online Banking Services sites are the trademarks, service marks or logos of Bank, or others as indicated.

C. Web-linking Practices.

Bank may provide access to information, products or services offered on other third party web sites. The Bank is not responsible for, nor does control, the content, products, or serviced provided by linked sites. The Bank does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Bank and have a privacy policy different than that of the Bank. Your access, use and reliance upon such content, products or services is at your own risk.

D. Geographic Restrictions.

The Services described in this Agreement and any enrollment form for credit, deposit services, and brokerage services available at our web site are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

E. Contact Information.

In case of questions about your electronic transactions contact customer service at:

American State Bank & Trust Company

1321 Main Street

Great Bend, Kansas 67530

Phone: (620) 793-5900 or

Fax us at: (620) 793-5999

F. Deposit Account Agreement.

You acknowledge and agree that your demand deposit account maintained with Bank is an integral part of the Services offered by Bank and that all transactions and Services initiated or processed pursuant to this Agreement are subject to the terms and conditions of the rules, regulations and agreement ("Deposit Account Agreement") governing accounts in effect from time to time between you and Bank. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, signature cards and forms governing your demand deposit account required by Bank. If you have not signed the foregoing forms required by Bank, by accepting the terms of this Agreement, you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopts and ratifies, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on your account. You also agree to establish all accounts that must be opened in conjunction with the Service provided by Bank.

G. Effective Dates.

The effective date of this Agreement shall be the date upon which you elect to opt-in for the Service and Bank accepts your enrollment.

H. Internet Disclaimer.

For any Service(s) described in the Agreement utilizing the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the

Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Bank's ability to connect to the Internet on your behalf.

I. Limitation of Liability.

1. YOU AGREE THAT BANK SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, BANK OR BANK'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. TO THE FULLEST EXTENT ALLOWED BY LAW, BANK'S LIABILITY TO YOU UNDER THIS MASTER AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH.

3. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY BANK ON AN "AS IS" BASIS.

4. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS MASTER AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

5. BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET

DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO YOU IN CONNECTION WITH THIS MASTER AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO BANK OR FROM BANK TO YOU. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR COMPUTER HARDWARE OR SOFTWARE.

J. Compliance With Laws, Rules, and Regulations.

You agree to comply with all existing and future instructions used by the Bank for processing of transactions. You further agree to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission (FTC), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association (NACHA), the Office of Foreign Assets Control, and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

K. Relationship of Parties.

You and Bank acknowledge and agree that the relationship of Bank and you is that of an independent contractor and that this Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

L. Force Majeure.

The Bank shall not be responsible for any liability, loss, or damage resulting from Bank's failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and

their personnel; criminal acts; or generally any cause reasonably beyond the Bank's control.

M. Reimbursement.

Any reimbursement by Bank for any liability hereunder may be made either directly to you or by adjustment of the aggregate ledger and collected balances of your accounts.

N. Indemnification.

In addition to other indemnification and liability provisions elsewhere in this Agreement, to the fullest extent allowed by law, you will be liable for, hold harmless, and will indemnify Bank, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by Bank arising out of your failure to report required changes, transmission of incorrect data to Bank, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by Bank's gross negligence or failure to act in good faith, you agree to indemnify and hold Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Agreement, (ii) Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Bank to be an authorized representative of you or an Authorized User, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Agreement and, and/or (iv) your breach of applicable laws, rules or regulations.

O. Governing Law and Other Agreements.

Accounts and services provided by this financial institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) or disclosures related to your account (s) and provided to you separately. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to its conflicts of laws provisions.

P. Enforcement.

In the event a dispute arises under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees for any arbitration, appeal, or 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.

Q. Alterations and Amendments.

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such event, we will provide notice to you. Further, we may, from time-to-time, revise or update the applications, service features, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the service's more recent revisions and updates. Also, if a change in term(s) or condition(s) is necessary to maintain or restore the security of our system or your account(s), no advance notice is required. Upon notification of any change in terms, if you do not agree with the change(s), you must notify us in writing or via email to cancel your access to the service. Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s).

R. Service Termination, Cancellation, or Suspension.

In the event you wish to cancel the Service, you may contact customer service via one of the following methods:

Telephone us at (620) 793-4275 during customer service hours; and/or
Write us at:

American State Bank & Trust Company
1321 Main Street
Great Bend, Kansas 67530 or

Send us a secure email through the Online Banking Service. Any transaction the service has already approved and processed before the requested cancellation date will be completed by the service. Once we have acted on your notice, we have no further responsibility to make any previously authorized transactions. You will remain responsible for any fees associated with the service prior to the effective cancellation date. We may terminate or suspend the service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement. Access to the service may be canceled without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, Online Banking accessibility will automatically terminate. After termination or suspension of the service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of services, you must call our Online Banking Department.

S. Miscellaneous Provisions.

1. Headings. The headings and captions contained in this Agreement and are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.
2. Severability. The holding of any provision of this Agreement as invalid,

illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

3. Waiver. No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of you under this Agreement shall bind the Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

4. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.

5. Entire Agreement. This Agreement constitute the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.

6. Transfers and Assignments. You cannot transfer or assign any rights or obligations under this Agreement without Bank's written consent. 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.

Continue Use of the Service

By replying to this email, you are agreeing to and acknowledging that you have read the terms and conditions of this Agreement and would like to proceed with your internet banking service.

If you do not agree, you will not be allowed to use our Internet Banking Service. You may enroll in our Online Banking service at a later time. You will still be asked to accept the Terms of this Agreement.