



Online Banking Service Agreement

This Online Banking Agreement sets forth the terms and conditions for your use of Online Banking. By using the Online Banking Service (“Online Banking”) (herein both referred to as “Services”), you agree to the terms and conditions set forth herein. Please read this Agreement carefully and keep a copy for your records.

The terms “we”, “us”, “our”, and “Bank” refer to Bank of Labor. “You” refers to each signer and/or business entity on an account.

All provisions contained in this Agreement apply to both Consumer and Business accounts unless otherwise specifically stated.

Definitions:

As used in this Agreement, the following terms are defined as set forth below:

- “**Account**” means any checking, savings, time deposit, IRA, credit card or loan account on which you are an owner and any account which is included in your Account Summary.
- “**Business**” means a customer who is an entity enrolling Accounts which are used for a business purpose and not for personal, family or household purposes.
- “**Business Day**” means Monday through Friday, excluding Federal holidays.
- “**Business Day Cutoff**” means 8:00 P.M. Central Time on any Business Day.
- “**Consumer**” means a customer who is a natural person enrolling Accounts which are used primarily for personal, family or household purposes.
- “**Transfer Instructions**” means the information provided by you for a transfer of funds between two or more Accounts.

Online Banking Service:

In order for you to use Online Banking, you must be the owner of at least one Account (checking, savings, time deposit, IRA, credit card or loan) with Bank of Labor (“Bank”). You must be 18 years of age and provide a valid email address to the Bank. It is your responsibility to notify the Bank of any and all changes to your email address. The Bank accepts no responsibility or liability for the consequences of your failure to notify the Bank of all changes to your email address.

Online Banking consists of access to:

- Account Summaries
- Account Inquiries and Balances
- Historical Information for up to 60 days
- Transaction Downloads
- Account Transfers
- Detailed Transaction Views
- Account Statement
- Online Bill Payment
- Personal Financial Manager

Account Ownership:

When you enroll in the Services, all of the Accounts on which you are an owner will be automatically placed in your Account Summary (or your Accounts page). You may request the Bank to remove any of these Accounts from the Services.

If you are not the owner of an Account, but are an agent or signer on the Account, you may request the Bank add the Account to your Account Summary. It is the Bank’s sole discretion whether to add the requested non-owner Account to your Account Summary. The addition of one non-owner Account to your Account Summary does not obligate the Bank to add any other non-owner Accounts to your Account Summary. The Bank may remove non-owner Accounts from your Account Summary at any time without prior notice to you. Determination of ownership of an Account at any specific time shall be



based on the information reflected in the current records maintained by the Bank.

Multiple Owners/Signers:

If you are a Consumer and you own an Account (or Accounts) with one or more person(s), the Bank may act on the verbal, written or electronic directions of any one owner for that jointly owned Account. Each owner who enrolls the Account in Online Banking will receive a separate User ID and Password.

If you are a Business, the Bank may act on the verbal, written or electronic directions of any one person authorized by the Resolution executed by you regarding the enrollment in the Services. Only one User ID and Password will be issued to you regardless of the number of signers authorized on your Accounts. Any person who has the User ID and Password (whether authorized or not) will have access to view Account balances, Account transactions, stop payment on funds, transfer funds and access other information available from all Accounts enrolled in the Services regardless of whether they had such access to all of the Accounts previously.

Any Account, which requires two or more signatures to withdraw or transfer funds, may not be enrolled in the Services. You agree not to change the Account documentation to require two or more signatures until you have first notified the Bank to terminate the Account on Online Banking and the Bank has had reasonable opportunity to act on your request. You release the Bank from liability for any action taken on an Account by any one person authorized to act as a signer on the Account even though that person's authority to act on the Account by other means (e.g., by check) must be exercised jointly with one or more other persons.

If you are a Business and an authorized signer takes action on your Account which has not been properly authorized or is outside of the authorized signer's scope of authority, you assume the entire risk of loss and hold the Bank, its directors, officers, employees and agents, harmless from all loss, liability, claims, demands, judgments or expenses arising out of or in any way connected with such use.

Transfers:

To make transfers between Accounts you must maintain at least two deposit Accounts with the Bank. Not all Accounts are eligible to be used for transfers. The Bank reserves the right to limit transfer eligibility to certain types of Accounts and to change eligibility requirements from time to time.

You authorize the Bank to transfer all funds as you instruct through the Services. You may not cancel or stop a transfer of funds once you have entered the Transfer Instructions. If the Transfer Instructions are submitted after 8:00 P.M. Central Time, funds from the transfer may not be available until the next Business Day.

You agree you will instruct the Bank to make a transfer only when a sufficient balance is or will be available in your Account at the time of the transfer (including any overdraft protection plan which may be connected to the Account). If you do not have a sufficient balance, including available credit under any overdraft protection plan, you agree the Bank may, at its sole discretion, follow your Transfer Instructions even though a debit to your Account may result in an overdraft or increase an overdraft. Whether or not the Bank honors your Transfer Instructions, the Bank reserves the right to impose a non-sufficient funds or overdraft fee. The Bank is under no obligation to notify you if a transfer is not completed because there are non-sufficient funds in your Account (including any available credit under any overdraft protection plan) to process the transactions. You shall remain responsible to the Bank for all overdraft and related fees imposed upon your Account.

Any transfer made from any of your savings Accounts is a restricted transfer subject to federal regulations. You may make up to six (6) preauthorized or automatic transfers per monthly cycle. Each online or mobile transfer using a savings Account is considered a preauthorized or automatic transfer.

Unauthorized Transactions

An "unauthorized transaction" is an online banking transfer, bill payment, e-bill payment, credit card payment or external transfer that does not benefit you and is made by a person who does not have actual authority to make such payment or transfer. A transaction by a joint account holder or other person with an interest in your eligible account is not an unauthorized transaction.

Your Liability and Responsibilities

You will have no liability for unauthorized transactions to or from a **consumer** account if you notify us within 60 days after the statement showing the transaction has been mailed or made available to you. If you do not notify us within this 60-day time period, you may lose any amount transferred without your authorization after the 60 days, if we can prove that we could have stopped the unauthorized transactions if you had told us in time.

You assume full responsibility for all transfers of funds made by us to or from your eligible **business** account in accordance with this Service Agreement and at your request or at the request of anyone who purports to be you or uses your Codes. You hereby agree to the security procedures stated in this Service Agreement and acknowledge that such security procedure is a commercially reasonable method of providing security against unauthorized payment instruction. You will be bound by any payment or transfer instruction that we accept in good faith, if we complied with the applicable security procedure or if you did not comply with it. Except for a breach of security in our internal systems, and except in a case where you comply with the applicable security procedure and either we do not so comply or we do not act in good faith, we shall have no responsibility for, and you assume full responsibility for any transfer of funds resulting from a breach of security regardless of the source or cause thereof. Although we are liable for a breach of security in our own internal system, you are solely responsible and liable for a breach of security occurring on or in connection with a computer or computer network owned, controlled or used by you or your employees, contractors, service providers or agents, by whatsoever means. A breach of security includes, but is not limited to, phishing, pharming, keylogging, or other fraudulent activity enabled by malware.

Stop Pay:

Your request through Online Banking to stop payment of a check drawn on your Account is subject to the terms and conditions of stop payment as set forth in the Deposit Account Terms and Conditions. You may not request through Online Banking the stop payment of an electronic item (such as an ACH) or a check which has been made into an electronic item (such as an electronically recleared check). Stop payment on electronic items may be requested by contacting Customer Service or any Bank of Labor location. A fee may be charged to place a stop payment.

Responsibility for User ID and Password:

It is your responsibility to maintain, control and safeguard your User ID and Password. You are solely responsible for all actions taken and instructions given which are authorized by the use of your User ID and Password regardless of who is actually acting or making the requests. You agree to periodically change your Password. In addition, you agree to change your Password upon request by the Bank. If you discover your User ID or Password has been stolen, you agree to notify the Bank immediately. To help enhance your security, you must follow these general safety guidelines:

- Never leave your computer or access device (e.g., mobile phone) unattended while logged on to any Service
- Memorize your User ID and password (“Codes”)
- Change your Codes regularly
- Choose Codes that are not easy to guess. The password you create must consist of alphanumeric characters. The password combination must include at least one alpha and one numeric character and be between 8 and 32 characters long. The password is case sensitive
- Never disclose your Codes to any other person. Your Codes are for your personal use and should be kept confidential by you. If someone identifies himself as one of our employees and asks for your Codes, that person is an imposter
- Do not save passwords on your computer or any other access device (e.g., mobile phone)
- Check your statements and review your banking transactions promptly, thoroughly and regularly. Report errors or problems immediately to us
- Should you receive a suspicious e-mail or telephone request for information that purports to be from us, you must immediately notify your banker or call Customer Service at 913-321-4242

Note: If anyone has a joint ownership interest in your account, including joint accounts, or you grant a third-party the ability to access your eligible accounts via our online banking platform, the third-party may also be able to view any account relationships you have with Personal Finance Manager.

Security Notice

To help protect our customers from security threats, we utilize the following approach, which you hereby agree to. You acknowledge that these procedures are a commercially reasonable method of providing security against unauthorized payment orders or other transactions and that these procedures are not for the detection of error. You acknowledge no list of security practices can be all inclusive and foolproof for preventing theft.

We will do the following, as applicable:

- Offer customer education dealing with identity theft, phishing, smishing and malware
- Identification of customers when logging on will consist of multi-factor authentication that utilizes user IDs and passwords, plus either pictures and phrases/challenge questions. Bank of Labor reserves the right to modify the identification process from time to time to implement new measures that are recommended in the industry to combat new or increased threats.

You are responsible to install, update, maintain and properly use industry standard security products that are appropriate for you, such as the following:

- Desktop firewall used to prevent unauthorized access to your network
- Updated anti-virus protection used to prevent your computer or other access device from being victimized by the latest viruses and Trojans
- Updated anti-spyware protection used to prevent spyware from providing potential tracking information about your Web activities
- Operating system and desktop applications updated with the latest patches when they are available, particularly when and if they apply to a known exploitable vulnerability
- A product that indicates the Web site you are on, or an Internet browser that indicates the site name

Bank of Labor will NEVER request personal information by email or text messaging including account numbers, passwords, personal identification information or any other confidential customer information. Fraudulent emails may be designed to appear as though they are originated by Bank of Labor. Do not respond to any email request asking for personal or confidential information and do not click any links listed on that e-mail. These communications are not from Bank of Labor! Never give out any information that the Bank already has if you are contacted by phone, text message, or email.

If you contact us we may verify your information to confirm your identity but we will never contact you and ask for your debit/credit card number. If we need to contact you, it will always be done in a manner that protects your personal, confidential information and we will clearly identify ourselves. If you are unsure, contact us directly using our contact information on your card, statement or our website.

Changes to Agreement:

This Agreement may be revised at any time, effective upon posting the revised Agreement on this Internet website. Continued use of the Services after posting of a revised Agreement will constitute acceptance of the revised terms and conditions in the Agreement.

Failure of the Services:

The Bank accepts no responsibility or liability for any failure of the Services to perform as a result of, but not limited to, communications failure, energy shortage, act of God, war, riot, fire, civil commotion, terrorist attack, severe or adverse weather conditions or other causes beyond the Bank's control.

Discontinuation or Termination of Online Banking Service:

In the event you wish to discontinue using Online Banking, please provide written notice to Bank of Labor, 756 Minnesota Avenue, Kansas City KS 66101. The Bank will then cancel your User ID and Password. Once the Bank has acted on your discontinuation notice, you will no longer be able to access Online Banking without completing the enrollment process again.

The Bank may terminate your use of Online Banking at any time for any reason without prior notice.



The Bank reserves the right to cancel the Services to all customers without prior notice.

Bank of Labor's Online Bill Pay and e-Bill Presentment Terms and Conditions

This Agreement is between you and Bank of Labor ("Bank") and governs the use of the Online Bill Pay Service ("Online Bill Pay") and e-Bill Presentment ("e-Bills") services (jointly referred to as "Services") on this web site. When you enroll your account(s), you agree to the terms and conditions of this Agreement. If you are a Business, you also agree to execute the Certificate of Resolution Authorizing Use of Internet Banking ("Resolution"). (Bank will send you the Resolution at your request or upon your acceptance of this Agreement.)

All provisions contained in this Agreement apply to both Consumer and Business accounts unless otherwise specifically stated.

DEFINITIONS:

As used in this Agreement, the following terms have the following meanings:

- **"Business Day"** means Monday through Friday, excluding Federal holidays.
- **"Business"** means a customer who is an entity enrolling accounts which are used for a business purpose and not for personal, family or household purposes.
- **"Consumer"** means a customer who is a natural person enrolling accounts which are used primarily for personal, family or household purposes.
- **"Cutoff Time"** means 8:00 P.M. Central Time on any Business Day and is the time by which you must transmit instructions to have them considered entered on that particular Business Day.
- **"e-Bills"** means the electronic presentment of bills from Payees.
- **"ePayment"** means an electronic payment transmitted by automated clearing house (ACH).
- **"Payee"** means the merchant or other person or entity to whom you wish a payment to be directed.
- **"Payment Account"** means your checking or NOW account from which all bill payments will be made.
- **"Payment Amount"** means the amount in US dollars you authorize to be paid to a Payee.
- **"Payment Date"** means the Business Day upon which your Payment Account will be debited. (Sometimes referred to as "Send On Date".)
- **"Payment Instruction"** means the information provided by you for a bill payment to be made to your Payee.
- **"Pending Payment"** means any Payment Instruction which you have ordered to be made which has not been canceled by you before the Cutoff Time on the Payment Date.
- **"Repeating Payment"** means an automatic recurring payment to the same Payee for the same Payment Amount which you can authorize for payment up to 364 days in advance.

ONLINE BILL PAY and e-BILLS:

You must be at least eighteen (18) years of age to enroll in the Services and a resident of the United States. In order to use the Services, you must maintain at least one checking or NOW account with the Bank. You must provide a valid email address to the Bank and maintain access to the Internet. It is your responsibility to notify the Bank of any and all changes to your email address. The Bank accepts no responsibility or liability for the consequences of your failure to notify the Bank of all changes to your email address.

ONLINE BILL PAY:

In order to use Online Bill Pay, you must maintain at least one checking or NOW account with the Bank designated as Payment Account(s). You may pay bills only in US dollars to Payees located in the United States (including Guam, Puerto Rico, U.S. Virgin Islands and U.S. military bases). You may enter Payment Instructions for a onetime payment or for Repeating Payments up to 364 days in advance. The minimum payment you may request is \$.01 and the maximum is \$9,999.99.

Repeating Payments may be scheduled on a regular basis: weekly, bi-weekly, twice a month, monthly, every two months, quarterly, semi-annually or annually.



If you are a Consumer, you may make payments to or at the direction of government agencies, organizations and institutions, and court directed payments. The Bank has limited ability to research any issues arising from such government or court directed payments and will not be responsible for any late fees or penalties incurred by the use of Online Bill Pay for such payments.

By providing the names and account information of your Payees, you authorize the Bank to follow the Payment Instructions that it receives through Online Bill Pay. When the Bank receives a Payment Instruction, you authorize the Bank to debit your Payment Account on the Payment Date and remit funds on your behalf. You agree to only instruct the Bank to make a withdrawal when a sufficient balance is or will be available in your Payment Account on the Payment Date (including any overdraft protection plan which may be connected to the Payment Account). If you do not have a sufficient balance, including available credit under any overdraft protection plan, you agree that the Bank may at its sole discretion follow your Payment Instructions even though a debit to your Payment Account may result in or increase an overdraft. Whether or not the Bank honors your Payment Instruction, the Bank reserves the right to impose a non-sufficient funds or overdraft fee. The Bank is under no obligation to notify you if a payment is not completed because there are non-sufficient funds in your Payment Account (including any available credit under any overdraft protection plan) to process the transactions.

BILL PAY PROCESSING:

Payment Instruction entered must include a Payment Date (Send On Date). You should select a Send On Date based upon the actual payment due date on your bill, not the late date or a date in the grace period. The Send On Date should allow sufficient time for processing the transaction and remitting the funds (either by ePayment or check) to the Payee. No less than three business days should be allowed, after Bank processing, for remittance of funds if by ePayment. No less than five business days should be allowed, after Bank processing, for remittance if by check. (For example, if the actual due date of the bill is Wednesday the 9th the latest date that should be chosen as the Send On Date is Friday the 4th, if remittance is by ePayment, or Wednesday the 2nd if remittance is by check.) The determination of whether payment is made by ePayment or check is at the sole discretion of the Bank and will be based primarily on acceptance of ePayments by specific Payees. The Bank is not responsible for any charges imposed, or any other action, by a Payee resulting from a late payment, including any applicable finance charges and/or late fees.

Payment Instructions may be processed either electronically or via check. You may schedule multiple payments to the same Payee with the same Payment Date so long as they are for differing Payment Amounts. If you enter multiple payments to the same Payee with the same Payment Date and in the same Payment Amount, Online Bill Pay will not send the duplicate payments. When more than one customer schedules a payment to the same Payee on the same date, all such payments may be consolidated and one electronic file or check may be issued to the Payee.

Since your Payment Instructions are transmitted by computer, the payment will not be sent to the Payee with the Payee's payment stub. Payments received without the payment stub are sometimes processed at a different location. In addition, some Payees take longer to process payments made without payment stubs. It is your responsibility to contact your Payees to ensure that the address provided in your Payment Instruction is the correct address and that you allow sufficient time for the Payment to be sent and posted by the Payee.

CANCELLING PAYMENTS AND PLACING STOP PAYMENTS:

You may cancel or change any Payment Instruction prior to the Cutoff Time on the Payment Date. If the payment has been made by check, you may request a stop payment be placed on that check by contacting Customer Service at (913) 321-4242. No stop payment will be placed if the check has already been presented for payment. If you request a stop payment on a Repeating Payment, it will not affect future Repeating Payments unless you enter new Payment Instructions.

No stop payment can be placed after the Cutoff Time on the Payment Date if the payment has been made by ePayment.

GENERAL ONLINE BILL PAY PROVISIONS:

The Bank will use its best efforts to make your payments properly and in accordance with your Payment



Instructions. The Bank shall not be responsible and shall have no liability for any payment it is unable to complete due to any of the following circumstances:

1. Through no fault of the Bank, your Payment Account does not contain sufficient funds (including any overdraft protection plan which may be connected to the Payment Account) to complete the transaction.
2. Online Bill Pay is not working properly and you know or have been advised of the malfunction before you execute the transaction.
3. You have not provided correct information regarding the Payee.
4. Circumstances beyond the control of the Bank (such as, but not limited to, telecommunications failure, acts of God, fire, riot, war, act of terrorism, or severe or adverse weather) prevent the proper execution of the transaction and the Bank has taken reasonable precautions to prevent the circumstances.

If for any reason your access connection is interrupted during an on-line session or you have questions regarding whether your Payment Instructions were received by the Bank, please call (913) 321 4242.

MULTIPLE OWNERS/SIGNERS:

If you are a Consumer and your Payment Account or transfer account is owned by more than one person, the Bank may act on the verbal, written or electronic direction of any one owner regarding the enrollment or termination of Online Bill Pay. Each owner who enrolls the account in Online Bill Pay will receive a separate User ID number and Password. Regardless of the number of owners who enroll a Payment Account in Online Bill Pay, the bill payments from all Payment Accounts during the month will be aggregated for each User ID in determining the total number of bill payments for the assessment of any fees.

If you are a Business, the Bank may act on the verbal, written or electronic directions of any one person authorized by the Resolution executed by you regarding the enrollment in Online Bill Pay. Only one User ID and Password will be issued to you regardless of the number of signers authorized on your accounts. Any person who has the User ID and Password (whether authorized or not) will have access to view account balances and transactions, stop payment of funds, transfer funds and pay bills from all accounts enrolled in the Online Banking as well as Online Bill Pay regardless of whether they had such access to all of the accounts previously, as well as view any e-Bills presented.

Any account, which requires two or more signatures to withdraw or transfer funds, may not be enrolled as the Payment Account. You agree not to change the account documentation to require two or more signatures until you have first notified the Bank to terminate the account as the Payment Account and the Bank has had reasonable opportunity to act on your request. You release the Bank from liability for any payments made from a Payment Account by any one person authorized to act as a signer on the account even though that person's authority to transfer or withdraw funds from the account by other means (e.g., by check) must be exercised jointly with one or more other persons.

If you are a business and an authorized signer issues Payment Instructions which have not been properly authorized or are outside of the authorized signer's scope of authority, you assume the entire risk of loss and hold Bank, its directors, officers, employees and agents, harmless from all loss, liability, claims, demands, judgments or expenses arising out of or in any way connected with such use.

GENERAL e-BILL PRESENTMENT PROVISIONS

Each Payee from whom you want to receive an e-bill must be set up in Online Bill Pay. By setting up a Payee on Online Bill Pay for e-Bills, you are authorizing the Bank to obtain your billing information on your behalf from the designated Payee. For each Payee either the Bank will contact the Payee through its website and obtain your billing information or the Payee will directly provide your billing information to the Bank electronically.

For those Payees where the Bank contacts the Payee's website in order to retrieve your billing information, you will be required to establish an e-bill account with the Payee. Once the Payee e-bill account is established, the Bank will use your login information for that Payee's e-bill account on its website in order to obtain your billing information. For such Payees, you agree to provide your login information to the Bank and to promptly notify the Bank when there is a change to such login information.



For those Payees where your billing information is directly provided to the Bank electronically, you agree to provide the Bank with sufficient information from your last statement in order to authenticate your request to the Payee. The information which shall be deemed sufficient for this purpose will vary by Payee. Once the request is authenticated, the Payee will provide a bill summary for each billing cycle along with a secure link to view the detailed e-bill.

E-bills retrieved from a Payee's website will be available for viewing for a period of 18 months. Bill summary information received from Payees will also be available for viewing for a period of 18 months. Detailed e-bill information from those Payees providing summaries will be available on the Payees site in accord with their site's policies and practices. The Bank is not responsible for providing access to such detailed information after the Payee has deleted it from their site.

The Bank is not responsible for the accuracy of the information contained in the e-bill. All billing questions and disputes must be communicated directly to the Payee. The Bank is not responsible for the failure to provide an e-bill for any Payee who does not provide the information to the Bank or for any Payee where the logon information provided by you does not access the Payee's website.

DISCONTINUATION OR TERMINATION OF SERVICES:

In the event you wish to discontinue using Online Bill Pay, you must provide ten (10) days written notice prior to the actual discontinuation date. Written notice must be sent to Bank of Labor, Attn Operation 9th Floor, 756 Minnesota Ave, Kansas City, KS 66101. Once the Bank has acted on your discontinuation notice, the Bank will make no further bill payments, including any bill payments previously authorized.

The Bank may terminate your use of Online Bill Pay, in whole or in part, at any time without prior notice. The Bank reserves the right to cancel Online Bill Pay to all customers, without prior notice. Your access to Online Bill Pay will be terminated automatically if the Payment Account is closed or access to the Payment Account is restricted for any reason.

The Bank may terminate your enrollment in Online Bill Pay Service if your Online Bill Pay is inactive for a period of ninety (90) days. Inactive is defined as no bill payments in the last ninety (90) days and no active Payment Instructions.

Discontinuation of Online Bill Pay, regardless if initiated by you or by Bank, will also terminate e-Bills. You will no longer have access to the e-bills unless you have saved them to an electronic file or if they can be accessed directly from the Payee's website. You will be responsible for re-initiating a paper bill with your Payees. The Bank will not be responsible for presenting any e-bills that are already in process at the time service is discontinued.

Discontinuation or termination of the Services shall not affect your liability or obligation under this Agreement.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Kansas without regard to principles of conflicts of laws.

THE FOREGOING SHALL CONSTITUTE THE BANK'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. BANK DOES NOT PROVIDE WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF YOUR EQUIPMENT, SOFTWARE AND/OR THE ONLINE BANKING SERVICE OR MOBILE BANKING SERVICE.