

# MOHAVE STATE BANK/COUNTRY BANK ONLINE BANKING ACCESS AGREEMENT

Revised 12/12/2016

This Agreement establishes the rules which cover your electronic access to your Accounts using the Mohave State Bank/Country Bank (the "Bank") electronic banking system (the "System"). By using the System, you accept all the terms and conditions of this Agreement. Please read it carefully and maintain a copy for your records.

## **Definitions**

As used in this Agreement, the words "we", "our", "us" and "Bank" mean Mohave State Bank/Country Bank. "You," "your" and "yours" refer to the account holder authorized by us to use the System under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through the System. "Accounts" means your accounts at the Bank that are accessed through the System. "Electronic funds transfers" means a transfer to or from your Accounts using the System. "System Services" means the services provided pursuant to this Agreement. Our "Business Days" are Monday through Friday (holidays not included). All times are local time of Mohave State Bank's home office located in Lake Havasu City, AZ.

## **Access**

To use the System, you must have at least one Account at the Bank, access to Internet service and an email address. You are responsible for the set-up and maintenance of your computer and communication system. You agree that we are not responsible for any errors or failures from any malfunction of your computer or any virus or other computer problem related to the use of the Services.

## **System Services**

You can use the System to check account balances, view account history, transfer funds between your accounts, order checks, view checks and statements, and pay bills. We may make additional services available to you initially and from time to time in the future. By using such services, you agree to be bound by the terms and conditions contained in this Agreement. You may also be eligible to use the System for additional Services if approved by us. If approved, we may require you to execute additional agreements prior to using these Services on the System. The balance and activity information that you obtain through the System are as of the end of the previous Business Day and memo posted transaction activity for the day of inquiry.

## **Hours of Access**

You can use the System seven days a week, twenty-four hours a day, although some or all System Services may not be available occasionally due to emergency or scheduled System maintenance. We will use reasonable efforts to notify you of any extended periods of time in which the System may be unavailable.

## **Your Password**

For security purposes, you are required to change your password upon your initial login to the System. You determine what password you will use and the identity of your password is not known or communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to the System will be revoked. To re-establish your authorization to use the System, you may have to contact us to have your password reset or to obtain a new temporary password.

Your Password must meet the criteria we establish from time to time.

You must create a password, using a minimum of eight (8) characters that utilizes both upper and lower case alpha and numeric characters for security purposes. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children, and should be memorized rather than written down.

### **Security**

Your Login-ID, Password, and other authentication methods are intended to provide security against unauthorized entry and access to your accounts. Data transferred via System is encrypted in an effort to provide transmission security, and System utilizes identification technology to verify that the sender and receiver of System transmissions can be appropriately identified by each other.

Notwithstanding our efforts to insure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that data transfers utilizing System, or e-mail transmitted to and from us, will not be monitored or read by others.

We will not send, and strongly suggest that you do not send, any confidential information through any unsecure and/or unencrypted communication system.

### **Fees and Charges**

You agree to pay the fees and charges for your use of System Services, as they are set by us from time to time. You agree that fees and charges may be deducted from the account you designate to us, or any of the Accounts maintained by you at the Bank.

You agree to pay any additional charges for bank services you request which are not covered by this Agreement. You are also responsible for telephone, internet service and any other third party fees you incur in connection with your use of the System. The Bank may modify any fees or charges at any time and from time to time upon notice to you.

### **Processing Transfers**

You acknowledge that the Bank has established Business Days and cutoff times for the processing of transfers, and those days and times may be periodically changed by the Bank without prior written notice.

### **Overdrafts (Order of Payments, Transfers, and Other Withdrawals)**

You agree that we may handle payment orders received from you in any order selected by us, and that we may use any means or routes which we, in our sole discretion, consider suitable for the transmission of funds. We are under no obligation to make any transfer unless you have available funds sufficient to cover the transfer in your account(s). However, we may, in our sole discretion, execute a payment order that causes an overdraft in your account, in which case you will be liable for the overdraft and any overdraft service fees and interest as set forth in the account agreement that governs your account.

### **Limits on System Transactions and Security Interest in Accounts**

Federal regulations limit the number of certain types of transfers from selected accounts including our Money Market and Savings Accounts. You are limited to six (6) pre-authorized electronic fund transfers and telephone transfers (including System transactions, checks and point-of-sale transactions) per month. Each fund transfer or payment through the System from your Savings or Money Market Account is counted as one of the transfers you are permitted each month from that Account. Exceeding these limits can result in your access being restricted to view only. In a view only access, your ability to transfer funds is removed. Demand deposit accounts are not subject to these transfer limitations unless specifically outlined in your account agreement.

All transfers between Accounts or to third parties are subject to there being sufficient available funds to cover the amount of the request in the affected Account. We may condition processing any transfer or request on availability of sufficient funds to cover the transaction. You agree to

pay us in immediately available funds any amounts due to us as a result of our processing any transfer or request entry for you. If we allow transfers to be processed against insufficient funds, we are not obligated to continue that practice.

You grant us a security interest in all Accounts at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to us under this Agreement. The security interest will survive termination of this Agreement. We may hold any funds on deposit with us by you after termination of this Agreement until any other claims to such funds have expired.

### **Disclosure of Account Information and Transfers**

You understand that information about your Accounts or the transfers you make may be disclosed to others. For example, we may disclose personal information to third parties:

1. If we have entered into an agreement with another party to provide any of the Services;
2. If it is necessary for completing transfers or otherwise carrying out your instructions;
3. If it is necessary to verify the existence and condition of an Account for a third party;
4. In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information; or
5. If you otherwise give us specific permission.

### **Periodic Statements**

You will continue to receive your periodic account statement. It will not be a separate statement for banking transactions you make using the System. Transfers to and from your Accounts using the System will appear on the respective periodic statements for your Accounts.

You agree to notify the Bank within a reasonable time, not to exceed sixty (60) days, after you receive your periodic statement of any discrepancy between your records and the information in the periodic statement.

If you fail to notify us of any such discrepancy within such sixty (60) day period, we will not be liable for any other losses resulting from your failure to give such notice or any loss of interest with respect to activities shown on such periodic statement.

### **Change in Terms**

From time to time the Bank may amend any of the terms and conditions contained in this Agreement. Such amendments shall become effective upon receipt of notice by you or such later date as may be stated in the Bank's notice to you.

The Bank may make immediate changes or place limitations and restrictions as deemed necessary to maintain the security of an Account or our electronic fund transfer system.

You acknowledge and agree that changes to fees applicable to specific Accounts are governed by the applicable deposit agreements and disclosures.

### **Your Right to Terminate**

You may cancel your System Services at any time by providing written notice. Your access to the System will be suspended within three (3) Business Days of our receipt of your instructions to cancel the Service. You will remain responsible for all transactions that occur or are initiated prior to termination, whether termination by you or by us, and for any fees and charges incurred prior to the date of cancellation.

### **Our Right to Terminate**

You agree that we can terminate or limit your access to the System Services for any of the following reasons:

1. Without prior notice, (i) if you have insufficient funds in any one of your Accounts or breach any term of this Agreement. System Services may be reinstated, at our sole discretion, once sufficient

funds are available to cover any fees, pending transfers, and debits; (ii) at any time it is deemed necessary to maintain the security of an Account or our electronic fund transfer system.  
2. Upon reasonable notice (including immediate), for cause (including the foregoing) or without cause, in our sole discretion.

### **Communication between the Bank and You**

Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered or sent by United States registered or certified mail, postage prepaid, or by express carrier. Any Notice will be addressed to the parties as follows:

If to the Bank:                   Mohave State Bank  
  1771 McCulloch Blvd.  
  Lake Havasu City, AZ 86403

If to you:                           The most current address shown on the Bank's records.

We may not immediately receive an e-mail you send. Therefore, you should not rely on email when you need to communicate with us immediately; for example, to report unauthorized transactions on your account. E-mail may not be used to request account information or to conduct transactions with us, such as loan transfers. Requests sent to the Bank are not considered to be effective until the Bank has had a reasonable opportunity to act on the request.

You will be deemed to have received any notice or periodic statement from us on the earlier of the date you actually received it or five days from the date we sent it to you.

### **Miscellaneous**

This Agreement constitutes the entire agreement between you and the Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein. The terms and conditions of the deposit agreements and disclosures for each of your Accounts, as well as your other Agreements with the Bank continue to apply except as specifically altered by this Agreement. You represent and warrant that this Agreement is a valid agreement enforceable against you in accordance with its terms. You agree to cooperate with the Bank in all manner reasonably requested by the Bank, including providing the Bank with information about you and executing and delivering to the Bank any documents reasonably requested by the Bank to further the purpose of this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Arizona (except to the extent this Agreement can and does vary such rules or laws, and excluding Arizona rules governing conflicts of law). If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

Neither this Agreement nor any rights hereunder are assignable by the Customer, whether by merger, acquisition, sale of assets, operation of law, or otherwise, without the prior written consent of the Bank, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns.

Any of your obligations pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

#### **Your Duty to Notify the Bank of Error**

If you fail to notify us within sixty (60) days after you receive notice (whether by paper statement or electronic statement) of an unauthorized or erroneous transfer or transaction, you will be precluded from asserting any lack of authorization or any error against us.

#### **Liability**

- a) The Bank shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only for its gross negligence in performing those services. The Bank shall not be responsible for your acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from you) or those of any other person, including without limitation any Federal Reserve Financial Institution or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institution), and no such person shall be deemed the Bank's agent. You agree to indemnify and defend the Bank against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that the Bank is responsible for any act or omission by you or any other person described in this Section.
- b) In no event shall the Bank be liable for any consequential, special, punitive or indirect loss or damage which you may incur or suffer in connection with this Agreement, including without limitation loss or damage from subsequent wrongful dishonor resulting from the Bank's acts or omissions pursuant to this Agreement.
- c) Without limiting the generality of the foregoing provisions, the Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Bank's control. In addition, the Bank shall be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in the Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in the Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
- d) Subject to the foregoing limitations, the Bank's liability for loss shall be limited to general monetary damages not to exceed the total amount paid by you for the use of the services covered by this Agreement for the preceding 30 calendar days.
- e) In the event of monetary penalties imposed upon the Bank for violation of laws, rules, or regulations, these penalties will be recovered from you if it is deemed by the Bank that the violation was caused by your disregard of these rules.
- f) You agree to hold the Bank harmless for any errors made on the part of a third party provider on your behalf or by errors made directly by you. In the event of an error, it is your responsibility to pursue resolution directly with the third party processor.

#### **INDEMNIFICATION**

**YOU WILL INDEMNIFY, DEFEND AND HOLD US HARMLESS FROM OR AGAINST ANY AND ALL LOSS, LIABILITY, COST, CHARGES, OR OTHER EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) WHICH WE MAY INCUR OR BE SUBJECT TO,**

**ARISING OUT OF OR RELATED DIRECTLY OR INDIRECTLY TO ANY ERROR OR BREACH BY YOU OF YOUR OBLIGATIONS UNDER THIS AGREEMENT. THIS WILL INCLUDE ERRORS OR BREACHES WHETHER MADE DIRECTLY BY YOU OR BY A THIRD PARTY PROVIDER ON YOUR BEHALF.**