

BUSINESS E-BANKING AGREEMENT

Agreement. This Business E-Banking Agreement ("Agreement") establishes the terms and conditions for Business E-Banking Services ("Services") provided by Community First National Bank ("Bank", "us", "we", or "our"). This Agreement is a legal contract between the Company, and any other accountholder that authorizes access to their account through Business E-Banking Services, (together herein after referred to as "you" or "your") and the Bank that establishes terms and conditions of your use of the Services. By using Business E-Banking Services, you accept all the terms and conditions of this Agreement. Please read it carefully. You should retain a copy of this Agreement.

Each time you use or authorize others to use Business E-Banking Services it constitutes confirmation by you of your agreement to and understanding of the terms of this Agreement and any subsequent notifications, amendments, modifications, or changes provided to you when using the Business E-Banking Services. This Agreement will be effective as of the date of our acceptance as evidenced by our issuance of a Username and password to you, the Administrator (if any), or any other users authorized by you.

Definitions. As used in this Agreement:

- "Application" means the enrollment form(s) found at the end of this Agreement.
- "Electronic Fund Transfers" has the same meaning as in Regulation E (12 CFR 1005) and includes consumer ATM withdrawals, preauthorized transactions, point of sale transactions and transfers to and from accounts using telephone or computer.
- "Bank Transfer" means any transfer of funds debited from or credited to an account at the Bank through Electronic Fund Transfers or through the Bank's internal transfer between accounts initiated through Business E-Banking Services.
- "Business E-Banking Services" means the services provided pursuant to this Agreement, listed in Sections 2 and 3.
- "Business Day" means Monday through Friday, excluding federal holidays, as recognized by the Federal Reserve Banks.
- "Service Provider" – Fiserv Solutions Inc. in Des Moines, Iowa, or any other company the Bank chooses to use for providing the Business E-Banking Services.
- "Device" means computer, tablet, mobile phone, etc.
- "Web Site" means the Bank's website at WWW.CFNB.BANK.

1. The Accounts and Services. You agree to use Business E-Banking Services solely for the services described in this Agreement and solely in connection with each account in which you are authorized to conduct transactions or obtain information.

2. Business E-Banking Services. Business E-Banking Services can be personalized to meet your business needs. It may include some of the following functions:

- Obtain account balance information
- Review transactions on accounts
- Receive and download account information
- Transfer funds between linked accounts held with us
- Direct us to make transfers to and from accounts owned by third parties held at other financial institutions (upon Bank approval, under separate agreements), including ACH and Wire Transfer
- Remote deposit processing service (upon Bank approval, under separate agreement)
- Verify checks written by you against your deposit account, prior to finally paying said items (upon Bank approval, under separate agreement)

Please contact us to ask about the availability and additional fees of certain services listed. Additional fees beyond the Business E-Banking Services monthly fee may apply for certain services listed in this Agreement. Please

refer to the Fees and Charges section in this Agreement and the applicable Fee Schedule.

3. Additional Services. We may, from time to time, make additional services available through our Business E-Banking Services. Our notification may be in the form of information posted on our Web Site and will be subject to the terms and conditions of and amendments to this Agreement unless we state otherwise. We will notify you of the availability and terms of these new services. By using these additional services when they become available, you agree to be bound by this Agreement and any amendments to it, and accept any additional instructions, procedures, terms, and conditions provided to you with respect to each of these new services as amendments to this Agreement. Use of additional services shall be deemed as your acceptance to the terms and conditions and as modified from time to time.

4. Administrator. You may appoint an individual (the "Administrator") for use of the Business E-Banking Services with the authority to determine who will be authorized to use the Business E-Banking Services on your behalf. A separate Addendum to this Agreement may be used to designate the Administrator. The Administrator may establish separate passwords for you and each user, as well as limits on each user's authority to access information and conduct transactions. You assume sole responsibility for the actions of the Administrator, the authority he or she gives to others to act on your behalf, and the actions of the persons designated by the Administrator to use the Business E-Banking Services. You and/or the Administrator are responsible for revoking any authorization given to any user. You are responsible for notifying us directly of any revocation of Administrator authority. We will not be responsible for any transactions the Administrator or any user conducts after we receive written notice until we have a reasonable opportunity to act on such notice.

The Administrator may have access to all the accounts, even personal, consumer accounts, that you link to Business E-Banking Services. You will be liable for all transactions made by the Administrator or by any individual the Administrator has given Business E-Banking Services access to. All transactions using your sign in credentials shall be deemed "authorized" by you under the law regardless of whether you actually authorized the person(s) to act on your behalf.

If you do not appoint an Administrator, you will be responsible for certain applicable Administrator functions, including, but not limited to, appointing and limiting the authority of users and revoking user authorization with us.

5. Account(s). You must designate on the Application or provide in a separate writing which account(s) will be authorized for Business E-Banking Service. You must be named owner/obligor on the account in our records for it to qualify.

When you first set up a Username, we can link all of your eligible accounts. If you open an additional eligible account at a later date, we can link your new account to the Business E-Banking Service upon request. If you designate an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is accompanied by a password designated by you or the Administrator for that account and the Service in question. Note: This may mean that we will act upon the instruction of only ONE person (e.g., to wire funds), even though the

signature card for the account in question requires two or more signatures on checks. As long as an instruction is accompanied by the designated password, the transaction will be deemed authorized by you and/or number of authorized persons required to effectuate the transaction.

You agree to use Business E-Banking Services for business transactions only, unless otherwise agreed to by the owners of the consumer account in writing. A "business transaction" means the use of Business E-Banking Services for any purpose that is not a consumer transaction (for example, to transfer funds to or from a business account). In addition, a business transaction includes, to the extent allowed by law, any transaction not covered by the Electronic Fund Transfer Act and its implementing Regulation E. Consumer protection laws DO NOT apply to business accounts.

All accounts can be linked together. The Administrator can have the authority to provide access to and limitations on each user's authority to access information and conduct transactions on any and all linked accounts. You assume sole liability for the actions of the Administrator, the authority granted by the Administrator to others to act on your behalf, and the actions of the persons designated by the Administrator to use the Business E-Banking Services.

6. Security Procedures. We may provide you with one or more identification numbers, tokens, passwords and/or other means of identification and authentication ("Security Devices") to access our Services, in general, or specific Services. You agree to: (a) take reasonable steps to safeguard the confidentiality and security of your Security Devices; (b) limit access to your Security Devices to persons authorized by you; (c) closely and regularly monitor the activities of employees who access the Services; (d) notify us immediately if you have any reason to believe the security or confidentiality has been or may be breached; and (e) immediately change your password if you know or suspect that the confidentiality of the password has been compromised in any way. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your funds transfer instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

You must change any temporary password we give you promptly after you are given access to the Services for the first time and whenever anyone who has had access to any password is no longer employed or authorized by you to use the Services. For security reasons, you also agree to change the passwords (other than tokens) on a regular basis, but no less frequently than every 90 days. We may require you to change a password at any time.

As an alternative to verifying transactions by means of Security Devices (or at your request if your Security Devices are not functioning properly), we may elect to verify the authenticity or content of any order or instruction by placing a call to any authorized signer on the account or any other person designated by you for that purpose. We may deny access to the Services without prior notice if we are unable to confirm to our satisfaction any person's authority to access the Services or if we believe such action is necessary for security reasons.

Each time you make a transfer or payment with the Services, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our Services allow you or the Administrator to set transaction limitations, establish internal controls, and arrange for alerts. Your failure to set such limitations, implement such controls, and arrange for alerts may increase your exposure to, and liability for, unauthorized transactions. You agree to be bound by any transfer, instruction or payment order we receive through the Services, even if it is not authorized by you, if it includes a password or is otherwise processed by us in accordance with our security procedures, unless you have given us prior notice of possible unauthorized use as described below and we had a reasonable opportunity to act on such notice.

If the Bank provides you with a token as a part of the security procedures, you acknowledge that the token is property of the Bank and must return it immediately upon the termination of this Agreement or upon our request. You

agree to call the Bank immediately if a token has been lost, stolen, or otherwise misplaced. You agree that we may charge a fee for your use of a token and if the token is stolen, lost, damage, destroyed, or otherwise misplaced or rendered no longer usable, we may charge you a fee to replace the token.

Password. You may select a Username and we will assign you an initial password after we have approved your Application. Upon your receipt of your initial password, you hereby agree to change your password to a confidential one of your choosing. The system will prompt you to change your password during your initial sign on. You may change your password at any time. Do not use a Social Security Number, birthday, name, or other codes that may be easy for others to determine as your password.

Each individual who has been given access to the Bank's Business E-Banking Services by the Administrator must designate a Username and a password. The password must be a minimum of 9 characters, up to a maximum of 17 characters, which must consist of a combination of characters that includes upper case, lower case, numbers, and symbols. The user will be required to change their password periodically to enhance security.

All Business E-Banking Services transactions or inquiries must be initiated by use of a Username and password. We may accept as authentic any instructions given to us through the use of a Username and password.

Confidentiality of Your PASSWORD. No bank employee will ever ask for your password, nor should you provide it to anyone unless you intend to allow that person access to the accounts. You agree to keep your password confidential. If you are contacted by anyone requesting this information, please contact us immediately. Use of the password by you or by any other person shall be considered the same as your written signature authorizing us to complete any transaction or request communicated through Business E-Banking Services. You agree that any Business E-Banking Services transaction or request initiated by use of the password will be subject to and governed by this Agreement.

If you authorize another person to use your password, that person can use Business E-Banking Services to view any information or initiate any transaction on any of the accounts to the same extent as you, including viewing information or initiating transactions on accounts to which that person does not otherwise have access. As such, **sharing of a password is strongly discouraged by the Bank and done at your sole risk and peril.** If a third party should gain access to your password, you alone are responsible for changing the password so as to deny the third party's access to your banking information.

If you permit another person to use Business E-Banking Services or give that person a Username or password, you are responsible for transfers or advances that person makes from the account(s) even if that person exceeds your authorization.

THE BANK WILL HAVE NO LIABILITY TO YOU OR A THIRD PARTY FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR PASSWORD THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.

You agree to notify us immediately if a password is lost or stolen or if you believe someone else has discovered a password. Please call (785) 323-1111 during normal business hours. If any unauthorized use of a password occurs you agree to (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide assistance requested by us in recovering any unauthorized transfer of funds.

Never leave your device unattended while accessing Business E-Banking Services. If you should, a third party may be able to access the accounts without ever needing to use a password. You should always exit Business E-Banking Services and your browser completely after you finish viewing the accounts or conducting other transactions. To completely exit, you must select

the "LOG OUT" option. Failure to do so could have the same effect as leaving your device unattended while still logged on to Business E-Banking Services.

7. Transfers to and from Accounts. You may use our Business E-Banking Services to initiate Bank Transfers between accounts.

Authorization. You expressly authorize us to debit the account in the amount of any Bank Transfer initiated through Business E-Banking Services. You agree that we may treat any such Bank Transfer from an account the same as a legally sufficient written withdrawal, transfer, or check and that we may treat any such Bank Transfer to an account the same as a deposit, all in accordance with the terms of this Agreement and all of your deposit agreement(s) with us. You agree that we may comply with transfer instructions entered by any person using a Username and password, regardless of the restrictions placed at the account level, i.e., two signatures required.

Limitations. Your ability to initiate Bank Transfers may be limited by federal law or by the terms of your deposit agreements with us. Bank Transfers from deposit accounts that are savings or money market deposit accounts are limited as required by federal regulation. You agree that we may, without notice or other obligation to you, refuse to make any Bank Transfer for security reasons or as otherwise expressly provided in this Agreement or your deposit agreements with us.

Time of Bank Transfers; Posting; and Funds Availability. If you initiate a Bank Transfer of available funds between accounts at the Bank on or before 6:00 p.m. Central Time ("CT") on a Business Day, the Bank Transfer will be posted on the same Business Day. Bank Transfers of available funds between accounts at the Bank initiated after 6:00 p.m. CT on a Business Day or on weekends and holidays will be posted on the next Business Day. Bank Transfers to make payments to accounts must be initiated by 6:00 p.m. CT on a Business Day in order to be processed on the same Business Day. Funds transferred will be available for withdrawal on the same Business Day that the Bank Transfer is posted by the Bank. If there are not available funds in the account from which a transfer is being made at the time the transfer is processed, at our option, the account may become overdrawn and you may be charged a fee, or the transfer may be canceled. You authorize us to withdraw the necessary funds from the account on the date you submit a transfer request. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in the account. If you do not have a sufficient balance, including available credit under any overdraft protection plan, we may refuse to complete the transaction. In either case, we reserve the right to impose a non-sufficient funds (NSF) fee, and no further attempt will be made by the Bank to process the transfer request. The Bank is under no obligation to notify you if it does not complete a transfer because there are non-sufficient funds in the account to process the transaction. In all cases you are responsible for making alternate arrangements.

Disruption in Business E-Banking Services. You may access our Business E-Banking Services 24 hours a day, seven days a week. However, occasionally we may perform regular maintenance and upgrades on systems and equipment, which may result in errors or interrupted service. We cannot guarantee that we will provide notice of such interruptions. Accessibility may also be interrupted because of conditions beyond our control, including, but not limited to, equipment malfunctions, power failures, and outages in internet or phone service. In no event will we be liable for any claim arising out of such a delay, interruption, disruption, or similar failure.

8. Wire Transfers. If we approve your use of Business E-Banking Services to initiate wire transfer instructions, this Agreement incorporates and supplements the terms and conditions of Wire Transfer Agreement and applicable schedules. However, the Wire Transfer Agreement will govern the rights and liabilities of the parties with respect to wire transfers of funds, except as expressly provided herein. The terms of the Wire Transfer Agreement will supersede any conflicting terms in this Agreement. You agree to be bound by any payment order or instruction, whether or not authorized, issued in the accountholder's name and accepted by us in compliance with the security procedures established under this agreement and the Wire Transfer Agreement.

9. Positive Pay. If we approve your use of Business E-Banking Services for "Positive Pay" services, this Agreement incorporates and supplements the terms and conditions of the Positive Pay Agreement and applicable schedules. Positive Pay provides a method by which we can verify checks written by you against your deposit account, prior to finally paying said items. The Positive Pay Agreement will govern the rights and liabilities of the parties with respect to items verified through Business E-Banking Services, except as expressly provided herein. The terms of the Positive Pay Agreement and applicable schedules will supersede any conflicting terms in this Agreement.

10. ACH Originations. If we approve your use of Business E-Banking Services to originate Automated Clearing House (ACH) transfers, this Agreement incorporates and supplements the terms and conditions of the ACH Agreement for Electronic Payments and applicable schedules. You may request transfers from accounts to external recipients and transfers from external sources to accounts at the Bank in accordance with this Agreement, the ACH Agreement for Electronic Payments, the Rules (as defined in the ACH Agreement for Electronic Payments), and any other applicable laws, rules, regulations or requirements.

You may use Business E-Banking Services to initiate Entries (as defined in the ACH Agreement for Electronic Payments) subject to the terms of this Agreement. All Entries are subject to deadlines and cutoff times as may be established by the Rules, the ACH Agreement for Electronic Payments, or as the Bank may from time to time establish. If you elect to utilize Business E-Banking Services to initiate ACH transfers, before initiating any ACH transfer, you will complete and deliver to the Bank each schedule, addendum, authorization or other document required or contemplated by the ACH Agreement for Electronic Payments, which is incorporated herein by this reference. The ACH Agreement for Electronic Payments will govern the rights and liabilities of the parties with respect to ACH transfers, except as expressly provided herein. The terms of the ACH Agreement for Electronic Payments and applicable schedules will supersede any conflicting terms in this Agreement.

Any person giving the Bank an ACH transfer instruction through Business E-Banking Services will transmit the ACH transfer in the manner described in the ACH Agreement for Electronic Payments, as in effect at the time such instruction is made. You agree to be bound by any ACH entry or instruction, whether or not authorized, issued in the accountholder's name and accepted by the Bank in compliance with the security procedures established under this agreement and the ACH Agreement for Electronic Payments.

11. Remote Deposit Capture. If we approve your use of Business E-Banking Services to deposit checks, this Agreement incorporates and supplements the terms and conditions of the Remote Deposit Processing Agreement and applicable schedules. You may use Business E-Banking Services to deposit checks subject to the terms of this Agreement. All deposits processed through Business E-Banking Services are subject to deadlines and cutoff times as may be established by the Remote Deposit Processing Agreement or as the Bank may from time to time establish. If you elect to utilize Business E-Banking Services to deposit checks, before initiating check deposit, you will complete and deliver to the Bank each schedule, addendum, authorization or other document required or contemplated by the Remote Deposit Processing Agreement, which is incorporated herein by this reference. The Remote Deposit Processing Agreement will govern the rights and liabilities of the parties with respect to checks deposited through Business E-Banking Services, except as expressly provided herein. The terms of the Remote Deposit Processing Agreement and applicable schedules will supersede any conflicting terms in this Agreement.

12. Bill Payment Services. Upon approval by us, Business E-Banking Services includes an optional service that allows you to direct us to make payments from eligible deposit accounts to a person or entity to which you wish a bill payment to be directed or is a person or entity from which you receive electronic bills, as the case may be. This is provided through our service entitled "Bill Pay". This service is provided by us through our non-affiliate

service providers. Any applicable fees may apply for the use of Bill Pay as provided in the separate Bill Payment Service Agreement which controls the Bill Pay service. If you do not choose to enroll in Bill Pay at this time, you may add the service later.

13. Notifi Services. You may use our Business E-Banking Services to initiate alerts produced by Notifi.

Alerts. Your enrollment in Community First National Bank E-Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Community First National Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Community First National Bank reserves the right to terminate its Notifi service at any time without prior notice to you.

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

Alerts via Text Message. To stop Alerts via text message, text "STOP" to {99588} at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Community First National Bank E-Banking. For help with SMS text Alerts, text "HELP" to 99588. In case of questions please contact customer service at 785-323-1111. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

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

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

14. Account Information. You may use the Business E-Banking Services to receive, download, store and print information that is routinely set forth in the statements for the account, such as debits and credits made to the account, amounts and item numbers for items drawn on the account, and account balances. Updated account balances and transaction information will normally be available by 8:00 a.m. CT and will be current as of the end of the preceding

Business Day. Available balances may reflect Bank Transfers or other transactions made since the end of the preceding Business Day and are subject to further adjustment and correction. Because the information made available to you is "raw data" furnished through the Service Provider and is subject to change, we cannot assure you of the accuracy or completeness of the information and expressly disclaim the same. You will still receive your usual periodic statement of account ("Bank Statement") for each account maintained with the Bank. The Bank Statement remains the Bank's official record of the account balances and activity.

15. Electronic Mail Service. We will not accept electronic mail (e-mail) instructions from you for stop payments, notice of unauthorized use, or other specific instructions regarding the account(s). We may not immediately receive, read, or process e-mails that you send to us.

If you need to contact us immediately to stop payment, to report an unauthorized use of a password, to report unauthorized access to an account, or for any other reason, you must call us at (785) 323-1111. We will not be responsible for acting on or responding to any e-mail request.

Sending electronic messages to us through regular e-mail may or may be not protected by a high level of encryption. Electronic mail may be used to send you notices, disclosures and other information required by regulations. We may provide this information to you by posting it on our Web Site or by e-mail. We may also send it to you by regular postal mail at the address shown in our records. If you have given us an e-mail address or postal address, we are entitled to rely on that address and assume that messages sent to that address are received by you, until you give us notice in writing that the address is no longer valid. You agree that information we post to our Web Site or send by e-mail or regular postal mail will be deemed delivered at the time it is posted or sent. Information you send to us is deemed delivered when we receive and review it. If we send you a notice, disclosure or other message electronically and you wish to print it and are unable to do so, contact us at (785) 323-1111 and we will provide you with a paper copy.

16. Fees and Charges. You agree that the Bank may charge a monthly fee for Business E-Banking Services as set forth in the Fee Schedule. You agree to pay monthly charges for any optional services provided in connection with this Agreement, as set forth in the Fee Schedule. Bank will charge your account for all Services provided pursuant to this Agreement by debiting your account(s), by invoice to you or by such other methods as Bank may deem appropriate. You agree to promptly pay all charges imposed by us in accordance with this Agreement. You further agree that if at the time such fee is to be deducted from your account and there are insufficient funds in the account, we may deduct the fee from any other account maintained by you with us, or any other linked account not maintained by you, but otherwise authorized to be linked by the owner(s) of that account.

Fees and charges are subject to change at any time. Current pricing is available on the Fee Schedule posted online. Fees will be deemed to be accepted by you unless we are notified to terminate services. Such charges do not include, and you will be responsible for payment of any sales, use, excise, value added, utility, or other taxes and/or fees relating to such services, if applicable, charges for Internet access and telephone charges incurred by you, and any fees or charges provided for in the agreement between Bank and you with respect to the accounts. There may be other costs and charges associated with the account as stated in the account agreement(s) such as, account maintenance fee and stop payment charges. The fees under this Agreement are separate from and in addition to any other fees agreed to by you in other agreements that are related to the services provided.

17. Errors and Adjustments. We agree to correct any error made in crediting or debiting any account by making the appropriate adjustment to the applicable account. You agree to repay promptly any amount credited to an account in error, and you authorize us to initiate a debit transfer from any account to obtain payment of any erroneous credit.

18. Account Reconciliation. The account statements or other notices provided to you by us will notify you of (a) the execution of transfers and the debits and/or credits to the accounts made with respect to such transactions, and (b) amounts debited by the Bank from the accounts for payment of the services or other charges pursuant to this Agreement. You agree that we will not be required to provide any other notice to you of the execution of transfers or debits. You agree to promptly examine each statement for an account and to promptly report any discrepancies between your records and the account statements or any other notices mailed by the Bank to you.

19. Settlement of Obligations. To the fullest extent permitted by applicable law, you authorize us to obtain payment of your obligations to us under this Agreement from time to time by (a) initiating debits to any of the accounts or (b) deducting the payment from the amount of any Bank Transfer. Such obligations include, without limitation, fees owed to us, and settlement for Bank Transfers initiated through our Business E-Banking Services. At the time any account is closed or Business E-Banking Services are terminated, you agree that all such obligations will be immediately due and payable to us, and you authorize us to withhold the amount of any such obligations from any account. Debiting an account or deducting payment from the amount of any Bank Transfer is not the Bank's exclusive remedy under this or any other section of this Agreement, and the Bank will not be deemed to have made an election of remedies by making any such debit or deduction on any one or more occasions.

20. Limits on Bank's Liability. If we do not complete a Bank Transfer to or from an account on time or in the correct amount, we might be liable for some of your losses or damages. However, there are some exceptions. As a way of example and not as a limitation, we will not be liable for instance if:

- The account does not have enough money to make the transfer.
- The transfer would exceed the balance in the account you use for overdraft protection, or the credit limit on your overdraft checking line of credit, or the line has been closed.
- Your computer, the Web Site, phone lines, or the Bank's computer systems were not working properly or were temporarily unavailable.
- The money in the account is subject to legal process or other encumbrances restricting transfer.
- Circumstances beyond our control prevented the transfer, despite reasonable precautions that we have taken. Such circumstances include telecommunication outages, viruses, system failure, fires, floods, and other natural disasters.
- We have placed a "hold" on funds in the account or remitted funds to another party, pursuant to reasonable business procedures, or in compliance with legal process such as garnishment, tax levy, court order, etc.
- We have received incomplete, ambiguous, or inaccurate information from you or a third party involving the account or transfer.
- We have a reasonable basis for believing that unauthorized use of a Username, password, or account has occurred or may be occurring.
- You or we have terminated this Agreement or closed the account.
- You do not completely and properly follow the terms of this Agreement or instructions provided regarding how to make the transfer.
- The funds in the account are unavailable (funds are only conditionally credited until they become available for withdrawal).
- Our inability to confirm to our satisfaction the authority of any person to act on your behalf.
- Your failure to follow our Services instructions.
- The application of any government or funds transfer system rule, guideline, policy or regulation.
- Your negligence or breach of this Agreement with us.

UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, COSTS, AND ATTORNEYS' FEES, EVEN IF INFORMED OF THEIR POSSIBILITY, ARISING IN ANY WAY OUT OF THE USE OF BUSINESS E-BANKING SERVICES. THIS LIMITATION OF LIABILITY WILL NOT BE CONSTRUED AS AN ATTEMPT TO WAIVE OR LIMIT ANY REMEDY THAT IS IDENTIFIED AS NOT BEING SUBJECT TO WAIVER BY AGREEMENT IN ANY KANSAS

OR FEDERAL CONSUMER PROTECTION LAW, IF APPLICABLE, OR REGULATION.

Our liability for transfers made to or from accounts is also governed by other Sections of this Agreement. If any provision herein is inconsistent with any provision of other Sections or any provision of applicable law that cannot be varied or waived by agreement, the provisions of those Sections or applicable law will control. To the fullest extent permitted by applicable law, you agree that we will have no liability whatsoever for any loss, damage, or claim arising out of any delay or failure in the performance of Business E-Banking Services in accordance with the terms of this Agreement, including but not limited to, that resulting from our negligence. Our duties and responsibilities to you are strictly limited to those described in this Agreement, except with respect to any provisions of the law applying to *Electronic Fund Transfers* that cannot be varied or waived by agreement. You acknowledge that we may subcontract a portion of the Business E-Banking Services to be provided under this Agreement. The Service Provider is an independent contractor and not the Bank's agent. The Bank's sole duty will be to exercise reasonable care in the initial selection of the Service Provider. You acknowledge that no express or implied warranty, including, without limitation, any warranty of merchantability or fitness for a particular purpose, is made by the Bank with respect to Business E-Banking Services or the software, and the Bank hereby disclaims all such warranties.

To the fullest extent permitted by applicable law, and without limiting the generality of the foregoing, the Bank will not be liable at any time to you or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of the Bank's responsibilities under this Agreement which is caused or occasioned by any act or thing beyond the Bank's reasonable control, including, without limitation, legal restraint, interruption of transmission or communication facilities, virus, equipment failure, electrical or computer failure, war, emergency conditions, natural disasters, fire, storm, other catastrophe, inability to obtain or delay in obtaining wire services or Internet access, refusal or delay by the Service Provider or another bank or financial institution to execute any transfer, or any conditions or circumstances that may present a potential hazard to the health, safety, and/or wellbeing of our personnel arising and prevent us from performing or delaying our performance under this Agreement. In addition, the Bank will be excused from any failure or delay in executing a transfer, if such execution would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, you agree that the Bank will not have any liability whatsoever for any loss caused by the act, error, or omission of you or any other person, including, without limitation, the Service Provider, any Internet access service provider, any Federal Reserve Bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person will be deemed the Bank's agent.

21. Your Liability for Unauthorized or Erroneous Transfers. To the fullest extent permitted by applicable law, you agree to be responsible for all unauthorized or erroneous transactions initiated through Business E-Banking Services. You must immediately notify the Bank if a password has been lost or stolen, or if someone has transferred funds from an account through Business E-Banking Services without your permission (or is contemplating doing so).

Reg. E limitations and liabilities shall remain applicable to consumer accounts.

22. Indemnification. You agree to indemnify, defend and hold us, our parent company, affiliates, and subsidiaries, and our respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; (b) the actions or omissions of you, your agents or employees; or (c) any warranty that we, a funds-transfer system, or a correspondent bank are required or deemed to make to a third party in connection with a Service. The Bank will exercise ordinary care and shall be liable only for gross negligence or willful misconduct. This provision will survive the termination of this Agreement.

23. Internet Connection. Use of or connection to the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to your computer systems, networks, and any and all information stored therein. We will not be liable for any adverse consequences whatsoever resulting from your connection to or use of the Internet. Moreover, we shall not be liable for any use by you of an Internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

Virus Protection. Bank shall not be responsible for any electronic virus that you may encounter using Business E-Banking Services. Routinely scan your PC using any reliable virus protection product to detect and remove any viruses found.

System Requirements. In order to access and retain records in connection with Business E-Banking Services, your system must meet the following requirements: access to the Internet through your PC; Acrobat Reader 7.0 (or higher); MS Edge; Chrome (current version); Safari 10.0 (or higher); or Firefox (current version). These minimum requirements may change from time to time, with or without advance notice. Ensuring compliance with this requirement shall solely be your responsibility.

Hardware. You are solely responsible for the equipment (including your personal device and software) you use to access Business E-Banking Services. We shall not be liable for errors or delays or your inability to access Business E-Banking Services. We shall not be liable for the cost of upgrading your equipment to stay current with Business E-Banking Services nor are we liable for any damage to your equipment or the data resident thereon.

24. Disclosure of Deposit Account Information to Third Parties. We are strongly committed to protecting your security and confidentiality. You are assured that we will guard your information from third parties except for the following situations:

- When it is necessary to complete a transfer as requested by you or investigate or resolve a problem.
- In order to verify the existence and condition of the account for a third party, such as a credit bureau when you have authorized the disbursement of such information.
- In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal processes.
- If you give us your written permission.

For more information on the Bank's privacy policies contact: Community First National Bank, Attn: Compliance Officer, 215 S. Seth Child Rd, Manhattan, KS 66502, (785) 323-1111.

25. Agreements; Severability; Governing Law. The terms and conditions of this Agreement are cumulative with and in addition to any terms of the Bank's signature cards or account agreements for the account(s), any applicable account disclosures, Fee Schedule, Schedule of Funds Availability, Bank's Electronic Fund Transfer Agreement and Disclosure Statement (for consumer transfers only), all as may be amended from time to time. In the event of any conflict between this Agreement or the term of any related materials regarding the Bank's obligations to you, the terms of this Agreement will control. If any provision of this Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. No consumer protection provision of the Federal Electronic Fund Transfers Act or Consumer Financial Protection Board's Regulation E is intended to be waived by you under this Agreement unless law permits the waiver; however, the Electronic Fund Transfers Act or Consumer Financial Protection Board's Regulation E **does not apply to non-consumer transfers and will not apply to non-consumer transfers**.

The parties agree to be bound by the operating rules and guidelines of the National Automated Clearing House Association and the applicable local Automated Clearing House Association as in effect from time to time with respect to all automated clearing house transfers made hereunder. This Agreement will be governed by the substantive laws of the United States,

applicable federal regulations, and to the extent not inconsistent therewith, the laws of the State of Kansas. You agree not to conduct any transactions that would violate the laws of Kansas or the United States, including the economic sanctions administrated by the U.S. Treasury's Office of Foreign Assets Control. Your use of the Business E-Banking Services may also be affected by the agreements between us for your deposit, credit card, and other linked account(s). When you link an account to Business E-Banking Services, you do not change the agreements you already have with us for that account. For example, when you use Business E-Banking Services to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the credit account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions, which might impact your use of an account with Business E-Banking Services.

26. Amendments and Changes to this Agreement. We may amend this Agreement from time to time. Each amendment will be effective by our mailing or otherwise delivering the amendment, revised Agreement, and/or notice thereof to you in accordance with applicable federal and state laws. If no federal or state law specifically governs the amendment, the amendment will be effective by mailing or otherwise delivering it to you or posting it on our Web Site at least ten (10) calendar days prior to the effective date of the amendment. Notwithstanding the foregoing and to the extent permitted by applicable law, we may change any term of this Agreement without prior notice or obligation to you: (a) if the Service Provider changes any term without providing us sufficient notice to enable us to properly notify you; (b) for security reasons; (c) to comply with applicable law; or (d) as otherwise expressly provided in this Agreement.

27. Termination and Cancellation of Business E-Banking Services. You may cancel Business E-Banking Services and this Agreement at any time. In the event you wish to discontinue using Business E-Banking Services, contact the Bank in writing. We reserve the right to terminate your use of Business E-Banking Services at any time with or without prior written notice and for any reason. This cancellation applies to your Business E-Banking Services and does not terminate your Bank accounts. We will try to notify you in advance, but we are not obliged to do so.

28. Assignment or Waivers. You may not assign all or any part of your rights or duties under this Agreement. No waiver of the terms of this Agreement will be effective, unless in writing and signed by an authorized officer of the Bank.

29. Financial Statement. You agree to provide us with a current financial statement and other information regarding your financial condition upon our request.

30. No Third-Party Beneficiaries. This Agreement is for your benefit and is not intended to grant, and will not be construed as granting, any rights to or otherwise benefiting any other person, except as expressly otherwise provided in this Agreement.

31. Ownership of Materials. The content and information on our Web Site is the property of the Bank. It should not be duplicated. By accessing Business E-Banking Services, you hereby acknowledge that you will be entering the Web Site, which may be used only for authorized purposes. The Bank may monitor and audit usage of the system, and all persons are hereby notified that use of Business E-Banking Services constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on the Web Site are strictly prohibited.

32. Electronic Disclosure and Consent. By your consent below, you agree that we may provide you with all disclosures, notices and other communications, about Business E-Banking Services including this Agreement and any future amendments, in electronic form. We will provide all future notices by posting them on the Web Site for a period of at least 30 (thirty) days. You may download or print the notices from your computer. At your request, we will provide you with a paper copy of any of the above documents without any fee. You have the right to withdraw this consent, but if you do so, we may immediately terminate your participation in Business E-Banking Services. You

may obtain copies of any documents we provided electronically or withdraw your consent by contacting us at (785) 323-1111.

33. Hyperlinks. HYPERLINKS DISPLAYED ON THE WEB SITE ARE OFFERED FOR INFORMATIONAL PURPOSES ONLY. THE BANK IS NOT RESPONSIBLE FOR AND DOES NOT CONTROL THE CONTENT OF SUCH THIRD-PARTY SITES. THE BANK DOES NOT GUARANTEE THE AUTHENTICITY OF DOCUMENTS AT SUCH SITES, NOR DOES IT ENDORSE THE IDEAS, OPINIONS, INFORMATION, PRODUCTS OR SERVICES OFFERED AT SUCH SITES. THE BANK DISCLAIMS LIABILITY

FOR ANY FAILURE OF PRODUCTS OR SERVICES ADVERTISED ON SUCH SITES. EACH SUCH SITE MAY HAVE A PRIVACY POLICY, WHICH IS DIFFERENT FROM THE BANK'S, AND MAY PROVIDE LESS SECURITY. USE OF HYPERLINKS IS AT THE COMPANY'S OWN RISK.

34. Headings. Section headings are for convenient reference only and will not affect the meaning or have any bearing on the interpretation of any provision of this Agreement.