



INTERNET BANKING ACCESS USER AGREEMENT FOR BUSINESS CUSTOMERS

Please read carefully the INTERNET BANKING ACCESS USER AGREEMENT for Business Online Banking Services below (the "Agreement"), effective May 1, 2018. This Agreement includes disclaimers of liability and other matters of interest to users. By pressing the "I Agree" button, you agree to the terms and conditions of the User Agreement that includes a consent to future amendments of the Agreement. By pressing "I Disagree", you will be returned to the initial log on screen. If you wish to have a hard copy of this agreement, either print a copy now using your print option on your PC, or call an Anstaff Customer Service Representative at 800-445-5745.

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1. **WHAT THIS AGREEMENT COVERS**

This Internet Banking Agreement ("Agreement") between you and Anstaff Bank governs your use of Business Online Banking, an electronic banking service that permits Anstaff Bank customers to access financial services through the use of the World Wide Web ("Internet"). Accounts and services provided by Anstaff Bank that you access through Business Online Banking ("BOB") are also governed by other agreements with you. In this Agreement we will use the term "Business Online Banking" to refer to all services currently accessible by you through Business Online Banking. Additional services may be available in the future and, when available, will be included in the definition of Business Online Banking.

We suggest that you review this Agreement and other Account agreements that have been separately provided to you in order to understand all of your relative rights and responsibilities in connection with your use of Business Online Banking. You may use Business Online Banking to access your Anstaff Bank business Accounts through the Internet. Currently, you can access your checking, savings, and certificate of deposit and loan accounts.

1.1 **Terms Used in this Agreement**

- "We," "us," "our" and "Bank" refer to Anstaff Bank, headquartered in Green Forest, Arkansas.
- "You" or "your" refers to the owner of an Anstaff Bank business account.
- "BOB" refers to Business Online Banking.
- "Authorized representative(s) or user(s)" refers to a person whom you authorize to transact business on your account by delivering to us a written document that shows the person has the authority to act with respect to your account. We may continue to recognize the authority of an authorized representative until we have received and had a reasonable time to act upon written notice from you that an authorized representative is no longer authorized to transact business on your account.
- "Account" refers to any FDIC insured business deposit or loan account maintained at Anstaff Bank not used for personal, family or household purposes.
- "ACH Provisions" refers to the provisions in this Agreement that is required to activate and use the BOB ACH functionality (funds management and file management).
- "Account Authorization" refers to your Application by an Authorized Signer for Business Online Banking services.
- "Employee Information" allows an Authorized Signer to identify which accounts can be accessed by each Authorized Representative and to limit the types of authorized transactions.

1.2 **Accepting the Agreement**

You understand and agree that by using Bank's Business Online Banking Services or by authorizing others to use them, you have agreed to the terms and conditions of this Agreement and that no signature by you is required on this Agreement. You agree to use Business Online Banking solely as provided in this Agreement. When any transfer, payment or online service generates items to be charged to your Bank Account, you agree that we may debit your Account without requiring a signature by an authorized representative on the item and without prior notice to you.

We may, from time to time, introduce new Business Online Banking services. When this happens, we will update the Website to include them. By using any Business Online Banking service, you agree to be bound by the terms contained in this Agreement at that time.

1.3 Changes in Terms/Fees

We may change the Business Online Banking services and the terms, including fees, set forth in this Agreement at any time. You will be notified of any such change as required by applicable law, either by mail or by an electronic message. You understand and agree that by using Business Online Banking after a change becomes effective; you have accepted and agreed to that change.

1.4 Maintaining Your Accounts

You agree to properly maintain your Bank Accounts, to comply with the rules governing your Bank Accounts, and to pay any fees associated with the use or maintenance of your Bank Accounts. Any issue relating to a Bank Account or service with Bank that you access through Business Online Banking shall be governed by the law(s) specified in the agreement for that Bank Account or service.

Your Bank deposit and loan accounts that you specify can be viewed and accessed in Business Online Banking. Your Bank Accounts will continue to be governed by the Terms and Conditions of your Account Agreements and your loan agreements, except where it is noted in this Agreement. This Agreement will control if there is a conflict with your other agreements and this Agreement for Business Online Banking Services. In addition, each Bank Account and Business Online Banking service is subject to the following:

- Terms or instructions appearing on a screen when using Bank's Business Online Banking Services;
- Bank's rules, procedures and policies applicable to your Accounts;
- Rules and regulations of any funds transfer system used in connection with Business Online Banking; and
- Applicable state and federal laws and regulations.

1.5 Access to Business Online Banking

You may access Business Online Banking and your Bank Accounts to check balances, view transaction history and transfer funds. To access Business Online Banking Services, you must have an ACCESS ID and a PASSWORD and the required hardware and software including but not limited to a TOKEN to access certain services. You are solely responsible for having the required hardware and software and for securing an Internet service provider. Subject to the terms of this Agreement, Business Online Banking will generally be able to access your Accounts via Bank's Internet site seven days a week, 24 hours a day. A transfer requested through Business Online Banking before the transfer Cutoff Hour on a business day will generally be posted to your Bank Account the same day. All transfers requested after the posted transfer Cutoff Hour on a business day or on a day that is not a business day, will be posted on the next business day. Every day is a business day except Saturdays, Sundays, and banking holidays. At certain times, Business Online Banking may not be available due to system maintenance or circumstances beyond our control.

1.6 Password and Access ID

You will be given a token and ACCESS IDs that will give you and each of your authorized representatives' access to Business Online Banking. During the first logon session, you and each of your authorized representatives are required to register your token and select a pin. After token registration, a password will be generated and displayed on the token for each login. We are entitled to act on instructions received under your company's PASSWORDS and ACCESS ID. You are responsible for familiarizing all authorized signers with the terms of this Agreement and for keeping your Business Online Banking PASSWORDS and ACCESS IDs and tokens confidential. You agree to exit from your account at the end of your use of BOB. You agree to immediately notify Bank of any unauthorized use of your account, usernames, passwords, and tokens.

1.7 Responsibilities and Restrictions on Use of BOB

- 1.7.1 You agree to use the Business Online Banking website and BOB only with respect to your authorized accounts. You agree to not (i) permit any third parties to use or access the Business Online Banking website or BOB; (ii) use the Business Online Banking website or BOB for any other party's information management or benefit; or (iii) use the Business Online Banking website or BOB in the operation of a service bureau or redistribute or resell BOB.
- 1.7.2 You agree to not take any screen shots of any portion of the Business Online Banking website, or use any robot, spider, other automatic device or program or manual process to monitor, copy, or reproduce the Business Online Banking website.
- 1.7.3 You agree to not interfere with the functionality of the Business Online Banking website by (i) uploading, storing, e-mailing, posting, linking or otherwise transmitting, distributing, publishing or disseminating any material that contains software viruses, Trojan horses, worms, time bombs, or any other computer code, file or program designed to interrupt, destroy or limit the functionality of the Business Online Banking website, BOB, Bank computer software, hardware or telecommunications equipment, or any other harmful or disruptive program; (ii) disrupting the normal flow of the Business Online Banking website or BOB, causing a screen to scroll faster than it can be usable, or acting in a manner that limits other's use of the Business Online Banking website, Software or Services; (iii) otherwise modifying the Business Online Banking website or Services or interfering or attempting to interfere with the proper operation of the Business Online Banking website or Services, including through the use of any device, software or routine; or (iv) using the Business Online Banking website or Services to disrupt the servers or networks connected to the Web server with respect to the Business Online Banking Website and BOB.
- 1.7.4 You agree to not use the Business Online Banking website or BOB to forge headers or identifiers in an effort to disguise the origin of content transmitted through or to the Business Online Banking website or BOB, impersonate any person or entity, or misrepresent your affiliation with a person or entity.

- 1.7.5 You agree to not upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate (i) any information that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous or racially or ethnically objectionable, or promote such activity; or (ii) any unauthorized advertising, junk mail, "spam", chain letters or any other form of solicitation.
- 1.7.6 You agree to not use the Business Online Banking website or BOB to collect or share personal data about other Users.
- 1.7.7 You agree to not upload, store, post, link to, e-mail or otherwise transmit, distribute, publish or disseminate any website information, content or other information or material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party or otherwise violates the legal rights (such as rights of privacy and publicity) of others, violates any contractual or fiduciary relationships or is otherwise objectionable.
- 1.7.8 You agree to not violate (intentionally or unintentionally) any applicable local, state, national or international law or regulation, including, but not limited to, laws regarding the transmission through BOB and the Business Online Banking website of technical data or software exported from the United States and/or the country(ies) in which you reside, and all local laws and regulations regarding online conduct and acceptable content.
- 1.7.9 You agree that only Bank shall have the right to alter, maintain, enhance or otherwise modify the Business Online Banking website or BOB. You agree not to disassemble, de-compile or reverse-engineer the Business Online Banking website or BOB.
- 1.7.10 You covenant, represent and warrant, to the best of your knowledge, that all of your electronic means used to access the Business Online Banking website and BOB do not, and will not during the term of this Agreement, contain any feature which would in any way impair the operation of (i) the Business Online Banking website or BOB; or (ii) the software or hardware of any other user using BOB, in each instance including, without limitation, any form of virus, a Trojan horse, worm, or other software routine or hardware component which may disable, erase or otherwise harm software, hardware, or data.

1.8 Electronic Mail (E-mail)

You can communicate with us via e-mail. Please remember that we will not immediately receive an electronic message sent by you. If you need to contact us immediately, please call 800-445-5745. No action will be taken on any electronic message you send to us until we actually receive your message and have a reasonable opportunity to act on it. You cannot use e-mail to make an account balance inquiry, a stop payment or a funds transfer. You cannot use e-mail to cancel a transfer, or a loan payment. NEVER SEND US YOUR BUSINESS ONLINE BANKING ACCESS ID, PASSWORD OR OTHER SENSITIVE BANK ACCOUNT INFORMATION (EXAMPLE: ACCOUNT NUMBER) VIA E-MAIL.

1.9 Account Statements

All of your daily transactions, payments, and funds transfers will appear on Business Online Banking and on your Account statement(s). You can access transactional information for your current and previous statement with the proper user rights.

2 BUSINESS ONLINE BANKING SERVICE

2.1 Business Online Banking (applies to all BOB service plan types)

2.1.1 To use Business Online Banking you need:

- A Bank business checking account, business savings account, business certificate of deposit or a business loan account located at Bank;
- Service through an Internet service provider;
- An Online ACCESS ID and PASSWORD for each authorized representative, and
- A computer, Internet access and Internet Explorer version 8 or above and 128 bit SSL (Secured Socket Layer) encryption.

2.1.2 All Business Online Banking plan types include common features and functionality that enable you to:

- Transfer funds between your Bank business accounts (excluding certificates of deposit) either on a one-time or a recurring basis;
- View same day balance information for your Bank checking, savings, and loan accounts;
- Review transactions for the current statement cycle and transactions from your previous bank statement;
- Export transactions;
- Control features and functionality by user, including access to funds;
- Send us email messages and questions regarding your online banking.

2.2 Additional key features available:

Feature

Fee schedule available upon request

2.3 Account Access

You choose the Bank accounts that you want to access through Business Online Banking. You may also customize the authority of authorized employees and you can limit their online access time when you provide account set-up information to us.

2.4 Business Days

Our business days with respect to BOB, the days of the week that the Bank will process BOB transfers, ("Business Days") are Monday through Friday, except bank holidays. Although transfers are processed by Anstaff Bank on Business Days only, you can

initiate a transaction through Business Online Banking 24 hours a day, seven days a week, except during maintenance periods; however, the transfer will be completed on the next Business Day.

2.5 Cutoff Hours

A number of our BOB services are subject to processing deadlines.

- Stop payments must be received by 6:00 pm via the internet on business days for same day processing. Internal transfers must be received by 6:00 pm via the internet on business days for same day processing. Any transfer requiring bank approval will need to be received by 3:00 PM. Instructions received after the deadline on non-Business Days may be deemed received as of the next Business Day. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

2.6 Funds Transfer

2.6.1 We will initiate properly authorized and completed Funds Transfer Requests, as defined by UCC 4A (subject to funds availability) communicated to us online or telephonically on the date requested provided the request is received by us prior to the posted online Cutoff Hour and provided the request includes all required information. We may make payments solely on the basis of the account number provided as proper identification of the intended beneficiary.

2.6.2 We shall not be liable for any delay or refusal to honor instructions for a transfer or related act if in good faith; we are unable to satisfy ourselves that the instructions are given by an authorized employee. Our failure to verify or authenticate the transactions shall not be evidence of any failure to exercise reasonable care or good faith. If you did not authorize a payment order, the applicable provisions of UCC 4A will govern liability.

2.6.3 We agree to make reasonable efforts to complete all fund transfers as requested. We will be responsible for acting only on those instructions actually received by us and cannot assume responsibility for malfunctions in communications facilities or acts of others not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible if you provide incorrect instructions or if your instructions are not received prior to our published Cutoff Hours.

2.6.4 You have no right to cancel or amend a transfer after we execute it. We may attempt to revoke an order, which has not been executed if the request is received in a time, and manner that gives us a reasonable time to act upon it, but we make no warranty as to our ability to revoke or cancel a transfer once made. You agree to hold us harmless against claims of third parties when you revoke or cancel any funds transfer instructions.

2.7 Stop Payment Request

2.7.1 We will accept online requests from an authorized employee to stop payment on checks drawn on your authorized Bank accounts only. We will process requests received prior to the posted Cutoff Hour on the same Business Day received. Requests received after the posted Cutoff Hour will be processed on the next Business Day. We must receive a stop payment request at a time that will give us a reasonable opportunity to act on it prior to payment of the item. Generally stop payment requests are not processed until the Cutoff Hour or later on that Business Day.

2.7.2 STOP PAYMENT REQUESTS ARE NOT EFFECTIVE IF, EITHER BEFORE OR WITHIN 24 HOURS OF WHEN THE STOP PAYMENT ORDER WAS PLACED, WE HAVE ALREADY CASHED THE ITEM OR BECOME OTHERWISE LEGALLY OBLIGATED FOR ITS PAYMENT. STOP PAYMENT REQUESTS ARE PROCESSED BY COMPUTER. WE WILL ASSUME NO RESPONSIBILITY IF ANY INFORMATION PROVIDED IS INCORRECT OR INCOMPLETE THAT WOULD CAUSE THE CHECK TO BE PAID (i.e., incorrect check number, amount, account number or date). ONCE PLACED, THE STOP PAYMENT REQUEST WILL REMAIN IN EFFECT FOR SIX MONTHS FROM THE DATE WHEN IT WAS AUTHORIZED. AN AUTHORIZED BANK REPRESENTATIVE MAY RENEW THE STOP PAYMENT REQUEST FOR AN ADDITIONAL SIX-MONTH PERIOD WHEN THE EXPIRATION DATE ARRIVES. YOU ARE RESPONSIBLE FOR MONITORING THE EXPIRATION OF STOP PAYMENTS. NO NOTICE WILL BE PROVIDED TO YOU THAT A STOP PAYMENT REQUEST IS EXPIRING. A fee will be charged for each stop payment request and extension of a stop payment request.

2.7.3 In order to cancel a stop payment request, an authorized representative is required to fax or deliver a written request to Bank. Stop payment requests cannot be canceled via e-mail.

3. LIABILITY

3.1 Your Responsibility to Notify us

Call us IMMEDIATELY at 800-445-5745 or visit a local branch if you believe that any ACCESS ID or PASSWORD has been lost or stolen, or if you believe someone has transferred or may transfer money from your Bank Account without your permission, or if you suspect any fraudulent activity on your Bank Account.

3.2 No Contact by Bank

No Bank employee will contact you via email or phone requesting your Online ACCESS ID or your PASSWORD. If you are contacted by anyone requesting this information please contact us immediately.

3.3 Our Liability

3.3.1 Our liability to you is limited to the extent stated in any other Account and/or loan agreements, notices, and disclosures that are separately provided to you from time to time regarding your Bank Accounts and/or this Agreement. This section explains the

complete extent of our liability to you only to the extent that it has not been separately disclosed to you by any of these agreements, notices, or disclosures.

3.3.2 NEITHER BANK, NOR ANY OF ITS DIRECTORS, EMPLOYEES OR AGENTS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE AVAILABILITY, PERFORMANCE OR QUALITY OF THE BANK BUSINESS ONLINE BANKING SERVICES OR THE RESULTS THAT MAY BE OBTAINED FROM USING THE BANK BUSINESS ONLINE BANKING SERVICES. BANK SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF NON-INFRINGEMENT, SUCH AS, BUT NOT LIMITED TO, INFRINGEMENT OF PATENTS, TRADEMARKS OR COPYRIGHTS OF OTHERS.

3.3.3 NEITHER BANK, NOR ANY OF ITS DIRECTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, RESULTING FROM OR CAUSED BY THE USE, OR ATTEMPTED USE, OF THE BANK BUSINESS ONLINE BANKING SERVICE, OR ITS CONTENT, INCLUDING, WITHOUT LIMITATION, LOSSES RELATED TO: YOUR USE, OR INABILITY TO USE, THE BANK BUSINESS ONLINE BANKING SERVICE; ANY ERRORS, OMISSIONS OR DEFECTS IN ANY CONTENT; ANY INTERRUPTIONS OR DELAYS IN TRANSMISSION TO THE BANK BUSINESS ONLINE BANKING SERVICE; OR COMPUTER VIRUSES RECEIVED BY YOU AS A RESULT OF YOUR USE OF THE BANK BUSINESS ONLINE BANKING SERVICE. IN ANY EVENT, ANY LIABILITY OF BANK, ITS EMPLOYEES, AGENTS, CONTENT PROVIDERS AND LICENSORS SHALL NOT EXCEED THOSE AMOUNTS SPECIFICALLY PROVIDED FOR IN PROVIDERS AND LICENSORS SHALL NOT EXCEED THOSE AMOUNTS SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT.

3.3.4 Further, we will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with ANY term or condition applicable to the relevant service in this Internet Banking Agreement OR your Bank Account Agreement;
- we have reason to believe a transaction may not have been authorized by you or any third person whose authorization we believe is necessary, or which involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal;
- would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority;
- is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- we have reasonable cause not to honor for your protection, or ours.

3.4 Indemnification

Except to the extent of Bank's liability pursuant to the terms of this Agreement or any other agreement or notice that otherwise governs your Bank Account, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from any and all loss, liability, claims, demands, judgments and expenses (including attorneys' fees) arising out of, or in any way connected with, your use or misuse of Business Online Banking. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Business Online Banking by you, or your authorized representative.

3.5 Corporate, Partnership and Limited Liability Company Authorizations

You represent that each person who has access to or has been issued ACCESS ID AND PASSWORD(s) has complete authority from your organization to give instructions within the access capability associated with such ACCESS ID AND PASSWORD(s) (including general authority over the movement of your organization's funds and over accounts with Bank). You agree that Bank may rely and act upon instructions identified by such ACCESS ID AND PASSWORD(s).

3.6 Protecting your Passwords

3.6.1 You agree that we may send notices and other communications, including ACCESS ID AND PASSWORD(s), to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: 1) keep your PASSWORD(s) secure and strictly confidential, providing it only to authorized representatives on your account(s); 2) instruct each person to whom you give a PASSWORD that he or she is not to disclose it to any unauthorized person; and 3) immediately notify us and select a new PASSWORD if you believe a PASSWORD may have become known to an unauthorized person.

3.6.2 WE WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR PASSWORDS THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. We may suspend or cancel your PASSWORDS even without receiving such notice from you, if we suspect a PASSWORD is being used in an unauthorized or fraudulent manner.

3.7 Acknowledgment of Commercially Reasonable Security Procedures

By using Business Online Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use described above (and we had a reasonable opportunity to act on such notice).

3.8 Limitation of Bank's Liability

3.8.1 If we fail or delay in making payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount which is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount which we failed to timely pay or transfer, calculated from the date on which the payment or transfer was

to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event, will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount, which exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360-day year.

3.8.2 UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL PROVISIONS

4.1 Termination

In addition to the reasons for termination stated in the Agreement, Bank may terminate this Agreement at any time without notice upon the occurrence of any of the following events: your violation or breach of or default in the performance or observance of any term, agreement, representation or warranty contained herein; your default in the payment of any sum you owe to Bank; misrepresentation given or made to Bank in connection herewith; the seizure, attachment, garnishment or encumbrance by court order or legal process of any portion of your deposit accounts, assets or properties; your business failure, insolvency or bankruptcy; or your default under any other agreement between Bank and you or under any note evidencing indebtedness you owe Bank. Bank may terminate this Agreement without cause upon giving you thirty (30) days prior notice of our intention to terminate.

4.2 Assignment

We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to any other party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

4.3 Notices

UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, IN THE EVENT THAT WE ARE REQUIRED TO PROVIDE A NOTICE OR OTHER COMMUNICATION TO YOU IN WRITING, THAT NOTICE OR OTHER COMMUNICATION MAY BE SENT TO YOU ELECTRONICALLY TO YOUR INTERNET ADDRESS AS REFLECTED IN OUR THEN CURRENT RECORDS.

4.4 Disclosure of Information

The circumstances under which we will disclose information about you or your Bank accounts have been separately disclosed to you in our Privacy Policy and in other disclosures that have been provided directly to you at the time of account opening. Our Privacy Policy may change from time to time and is available on our website and at our branch offices.

4.5 Authorization to Obtain Information

You agree from time to time, upon Bank's request therefore, to provide Bank with current financial statements showing your financial condition, assets, liabilities and stockholder's equity and your current income and surplus and such other information regarding your financial condition as Bank may reasonably request. You further agree that Bank is authorized to make all inquiries it deems necessary, including, but not limited to, obtaining a personal credit report on your owner/principal, in order to assist in determining your creditworthiness.

4.6 Area of Service

Business Online Banking services are available through Bank. Banking services are generally available only to businesses located in Maryland and are solely offered to businesses registered to do business in the United States of America.

4.7 Choice of Law

Anstaff Bank may terminate this agreement at any time with or without cause. This agreement shall be construed in accordance with and governed by the laws of the State of Arkansas.

4.8 Legal Process

If we are served with any notice of lien, attachment, levy, garnishment or other legal process relating to you or your Bank Account, we are authorized without notice to you or any joint Account Holder, except where required by law, to withhold the withdrawal or payment of so much of the funds in your Bank Account that may be the subject of such notice or legal process. We may disburse such amount out of your Account to a court or to such persons as applicable state or federal law either requires or permits because of such powers. We have no liability to you for such withholding or disbursements or for refusal by us to permit withdrawals or payment against your Account because of a court order or other legal process including the return by us of items presented against your Account as unpaid that otherwise would be paid. Any lien, attachment, levy, or garnishment against your Account is subject to our right of set-off as provided in the Agreement unless prohibited by law. You agree to pay our costs and expenses for complying with such legal process, including legal costs and attorneys' fees, costs of research and copying and administrative fees.

4.9 Governing Law

This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Arkansas, which govern and are applicable to your Bank Account.

5. BUSINESS ONLINE BANKING ACH PROVISIONS

5.1 What the ACH Provisions Cover

These ACH provisions in the Internet Banking Agreement between you and Bank govern your ability to initiate Credit and Debit Entries pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association ("NACHA") through us to accounts maintained at Bank, in other banks and financial institutions through the Automated Clearing House (the "ACH") and our willingness to act as an Originating Depository Financial Institution with respect to such Entries.

5.2 Accepting the ACH Provisions

YOU UNDERSTAND THAT BY USING ACH YOU HAVE AGREED TO THE TERMS AND CONDITIONS OF THESE ACH PROVISIONS. YOU AGREE TO USE ACH SOLELY AS PROVIDED IN THESE ACH PROVISIONS.

5.3 ACH Templates

You are responsible for requesting the creation of ACH templates by Bank and to provide written notice of all changes of that information to Bank. You are unable to change a Template online after it has been created.

5.4 Operating Rules and Guidelines

Bank may, but shall not be obligated to, accept and execute transfer instructions delivered by you or your service bureau in a mutually agreeable format through the ACH. Bank shall execute such instructions in accordance with the operating rules (the "Rules") of NACHA and the Mid-Atlantic Clearing House Association ("MACHA"), the terms of this Agreement and Bank's procedures, including its security procedures. Entries shall be delivered to Bank by you in the format and according to Origination of Entries in Subsection 5.6 established by Bank that may change from time to time. You agree to provide Bank with such test files, information, pre-notification files and actual payment files for processing as required under the Rules, applicable law and Bank's procedures. Unless otherwise defined herein, all capitalized terms shall have the meanings set forth in the Rules. The term "Entries" shall have the meaning provided in the Rules and also shall mean and include any and all data received from you hereunder which Bank uses to prepare Entries.

5.5 Maintaining Your Settlement Account

You agree to properly maintain a settlement account with Bank, to comply with the procedures and regulations governing these accounts, and to pay any fees associated with the use or maintenance of these accounts.

5.5.1 You will maintain in your settlement account, as of the settlement date, immediately available funds sufficient to cover all Entries initiated by you, unless we require you to Prefund Entries as defined below.

5.5.2 You authorize us, without prior notice or demand, to debit your settlement account on the settlement date in the amount of each Entry.

5.5.3 You also authorize us, without prior notice or demand, to debit your settlement account for any other amount payable under this Agreement and to credit the settlement account for any amount payable to you.

5.5.4 Settlement for Entries will be made to your account on the posting date, either by crediting or debiting your account for the total amount of readable Entries processed.

5.5.5 Your total ACH Entries outstanding at any point in time will not exceed your approved ACH Exposure Limit that will be separately provided to you and may be amended from time to time.

5.5.6 You agree to immediately provide sufficient available funds to indemnify Bank if any debit Entry is rejected after you have withdrawn the funds made available as a result of a debit Entry or if any adjustment relating to any debit Entry is received by us.

5.5.7 You agree to grant Bank a security interest in all your property in our possession to secure payment of your obligations under these Provisions.

5.6 ACH Credit and Debit Entries

We will initiate properly authorized and completed ACH Credit and Debit Entries (subject to funds availability) on the later of the next Business Day or a future requested Business Day provided the requests are received by us prior to the posted online Cutoff Hour and are in compliance with the Business Online Banking ACH Provisions. You agree to comply with and be subject to the applicable NACHA Operating Rules, as amended from time to time. Your specific duties and responsibilities set forth in this Agreement and the ACH Provisions shall in no way limit this undertaking.

5.7 Origination of Entries

You agree to abide by our procedures and deadlines for originating Entries that may change from time to time. You agree to conform all Entries to the format, content, and other specifications contained in the Rules.

5.7.1 You agree to obtain a signed Authorization Agreement from your own employees and customers permitting you to initiate Entries to your employees' and customers' accounts at a Receiving Bank. You agree to retain the original or a copy of each such authorization for a period of two (2) years after revocation or termination of such authorization and to provide a copy of each authorization within two (2) banking days.

5.7.2 We will notify you of all Notifications of Changes received by Bank related to Entries transmitted by you within two (2) banking days after we receive them. You agree to make reasonable efforts to correct the information prior to your next ACH transmission to us.

5.7.3 You may process an ACH Template by selecting the template and entering the date and dollar amount. Each transaction is limited to one debit and one credit. Additional Templates are required to be set up by Bank's operations personnel.

5.7.4 We process ACH files continuously during the day. You may submit corrections, reversals or changes of ACH entries to us on the day the original information was scheduled for processing. We will make our best efforts to reverse an ACH Entry if we receive your request in a reasonable time prior to the release and if your request contains all of the required information. We may request that you provide additional written confirmation.

5.7.5 If you discover an erroneous Entry before 3:00 P.M. CENTRAL on the day the file information is submitted, you should contact the Bank at 800-445-5745. We will, consistent with the Rules, use our best efforts on your behalf to cancel the erroneous information. You agree to indemnify us and save us harmless from any and all claims, demands, liabilities or expenses resulting directly or indirectly from our actions.

5.7.6 No later than one (1) Business Day after the Business Day of receipt, will contact you by telephone or may send a notice electronically or by mail CONFIRM a returned debit Entry for more than \$2,500 or a returned credit Entry. We have no obligation to retransmit a returned Entry to the ACH.

5.7.7 You agree to retain data on file adequate to permit remaking of Entries for thirty (30) business days following the Effective Entry Date and shall provide such data to Bank upon its request. In addition to its obligation in the Rules regarding the retention of certain debit Entry authorization agreements, you agree to retain a copy of each such authorization agreement for the period specified in the Rules and will permit Bank to examine such authorization agreements at such time or times as Bank may reasonably request and will furnish to Bank a copy of any such authorization agreement upon request.

5.8 Acceptance of Transaction Instructions in Favor of You

In accordance with the Rules, Bank shall not be obligated to provide a separate notice to you of Bank's acceptance of credit transfer instructions designating you as beneficiary. Notice of such acceptance will be provided as part of your periodic account statement. You agree to notify Bank promptly of any discrepancy between your records and the information shown on any such periodic statement. If you fail to notify Bank of any such discrepancy within thirty (30) days of receipt of a periodic statement containing such information, you agree that Bank shall not be liable for any other losses resulting from your failure to give such notice or any loss of interest with respect to an Entry shown on such periodic statement. If you fail to notify Bank of any such discrepancy within thirty (30) days of receipt of such periodic statement, you agree to be precluded from asserting such discrepancy against Bank. In addition, both Bank and you agree to be subject to the Rules' designation that the credit given by a beneficiary's bank to the beneficiary of a credit Entry is provisional until such bank has received final settlement or payment for such Entry. If such settlement or payment is not received, the beneficiary's bank is entitled to a refund from the beneficiary in the amount credited, and the originator of the Entry shall not be deemed to have paid the beneficiary the amount of such Entry.

5.9 Security Procedures

5.9.1 You agree to designate authorized representatives or users to act on your behalf, who shall have the authority to authorize all actions necessary in the preparation and generation of your Entries. You agree that we shall not be under a duty to inquire as to the authority or propriety of any instructions given to us by you or any of your employees and we shall be entitled to rely upon all ACH instructions conveyed to us.

5.9.2 We shall be entitled to act upon the instructions of any person whom we reasonably believe to be your Authorized Representative or user, whether or not you have authorized such instructions. We shall not be liable for any loss, cost, expense or other liability arising out of any such instructions.

5.10 ACH Exposure Limit Documentation

In the event services requested by you may result in credit exposure to Bank, we may limit our exposure by transaction volume or dollar amount and may refuse to execute transactions that exceed any such limit. You agree, when requested by us, to provide financial information and statements and other documentation that we may request to evaluate our credit exposure and your credit worthiness.

5.11 Prefunding

5.11.1 From time to time, we may, in our discretion, require that you irrevocably make available to us, in actually and finally collected funds, the total amount of all ACH Credit originations prior to the time we process the items (to "Prefund"). You may Prefund your credit originations by maintaining a sufficient balance of actually and finally collected funds in your account. Unless you indicate that you will Prefund in another way and actually do so, you authorize us, prior to processing the items, to deduct from your account the amount needed to Prefund the ACH credits.

5.11.2 If you fail or refuse to Prefund the full amounts of your ACH credits in a cycle, we may, at our discretion, refuse to process items that have not been Prefunded. If you only partially Prefund the amount of your ACH credits and you do not indicate which items have been Prefunded, we may, in our sole discretion, determine which items shall be considered to have been Prefunded, or may refuse to process all items.

5.11.3 If you Prefund the ACH credits, your obligation to settle in respect of the Prefunded ACH credit items up to the amount of the Prefunding shall be automatically satisfied and discharged and replaced by an irrevocable obligation of Bank to settle for the Prefunded items on the settlement date.

5.12 Cancellation

5.12.1 You may cancel these ACH Provisions at any time by notifying us electronically or by mail, addressed to Bank: Anstaff Bank, Operations PO Box 1900 Green Forest, AR 72638. This will cancel any ACH services you have agreed to but will not terminate this Agreement or your Accounts with Bank.

5.12.2 Bank may terminate your use of ACH at any time. We will try to notify you in advance, but we are not obligated to do so.

5.13 Limit of Bank's and Other Providers' Responsibility

5.13.1 Bank agrees to make reasonable efforts to ensure full performance of ACH. We will be responsible for acting only on those instructions that are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. Bank is not responsible for any losses or delays in transmission of instructions arising out of the use of any participating bank. We are not responsible should you give incorrect instructions or if your payment instructions are not given prior to published Cutoff Hours.

5.13.2 If a third party service provider sends Entries to us on your behalf, you acknowledge that the provider is your agent and you agree that you shall require any third party provider to comply with the provisions of this Agreement.

5.13.3 You agree to indemnify Bank, each participating bank, NACHA, and the Federal Reserve Bank from all claims, demands, liabilities or expenses resulting from any failure on your part to exercise reasonable care in the creation of or presentment of Entries, or to comply with any of the provisions of the Rules.

5.13.4 Any information you receive from Bank is believed to be reliable. However, it can only be provided on a best-efforts basis and is not guaranteed. We are not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information.

5.13.5 Except as otherwise provided in the Important Information About Deposit Accounts pamphlet which has been separately provided to you, and in the absence of negligence on the part of Bank, neither Bank, nor any participating bank is responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of the use of ACH.

5.14 Customer Service

5.14.1 If you need assistance with ACH, or if you need to communicate with us, you may contact a Bank representative by telephone at 800-445-5745.

5.14.2 You agree that we may record the conversations our employees have with you. We do this from time to time to monitor the quality of service and accuracy of information our employees give you, and to ensure that your instructions are followed.

5.14.3 Bank representatives can help resolve ACH issues, but are not authorized to waive any provision of this Agreement

5.15 Electronic Funds Transfers

ACH enables you to transfer funds to or from your authorized Bank deposit accounts. The Electronic Funds Transfer Act provides you with certain rights and responsibilities with respect to certain consumer transfers, called "Electronic Funds Transfers." Consult our Important Information About Deposit Accounts pamphlet that has been previously provided to you which explains your rights and responsibilities under the Electronic Funds Transfer Act.

6. TERMS AND CONDITIONS OF THE BUSINESS BILL PAYMENT SERVICE

6.1 Service Definitions

"Service" means the bill payment service offered by Anstaff Bank through FISERV Solutions, Inc.

"Agreement" means these terms and conditions of the bill payment service.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

6.2 Payment Scheduling

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

6.3 The Service Guarantee

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

6.4 Payment Authorization And Payment Remittance

You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

6.5 Payment Methods

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

6.6 Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

6.7 Stop Payment Requests

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

6.8 Prohibited Payments

Payments to Billers outside of the United States or its territories are prohibited through the Service.

6.9 Security Procedures

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

6.10 ACH Exposure Limit Documentation

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

6.11 Exclusions Of Warranties

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.12 Password And Security

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 800-445-5745 during Customer Service hours.

6.13 Your Liability For Unauthorized Transfers

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

6.14 Errors And Questions

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 800-445-5745 during Customer Service hours;
2. Write us at: Anstaff Bank, PO Box 1900, Green Forest, Arkansas 72638

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

6.15 Disclosure Of Account Information To Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

6.16 Service Fees And Additional Charges

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

6.17 Failed Or Returned Transactions

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice from the Service. In each such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees or costs it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

6.18 Alterations And Amendments

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete.

Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

6.19 Address Or Banking Changes

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

6.20 Service Termination, Cancellation, Or Suspension

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact Customer Service via one of the following:

1. Telephone us at 800-445-5745 during Customer Service hours; and/or
2. Write us at: Anstaff Bank, PO Box 1900, Green Forest, AR 72638

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled.

The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

6.21 Biller Limitation

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

6.22 Returned Payments

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

6.23 Information Authorization

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

6.24 Disputes

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject

matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

6.25 Assignment

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

6.26 No Waiver

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

6.27 Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

6.28 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

6.29 General

General. This Agreement is intended to supplement and not to replace other agreements between you and us relating to your accounts, including, without limitation, our Deposit Account Rules. In the event of a conflict between this Agreement and any other account rules and agreements that apply to your accounts, this Agreement shall govern and prevail. This Agreement is governed by the internal laws of the State of Arkansas.

Agree

Disagree