

Emprise Internet Banking Agreement

This agreement is only available in English. Please read the agreement and accept or decline below.
Este acuerdo es disponible solamente en Inglés. Por favor lea el acuerdo y acéptelo o rechácelo.

Please read this Agreement carefully and keep a copy for your records. By clicking the Accept button at the bottom of this Agreement or by using this Website, you agree to the terms and conditions set forth herein and in the Account Terms and Conditions.

Effective September 12, 2006

These are the terms and conditions governing the use of Emprise Bank's Website ("Website"), Internet banking services, and bill payment services collectively ("Services"). Please read this Agreement carefully before using this Website.

These terms and conditions are in addition to those that apply to any accounts you have with the Bank, and which are set out in the Account Terms and Conditions. An Account Terms and Conditions disclosure was provided to you at the time you opened your deposit account, or see Account Terms and Conditions on this Website. You may also obtain a paper copy from any branch office of Emprise Bank.

Terms of Use of the Service – Emprise Bank ("Bank") maintains this Website to provide you with information about the Bank products and services, and to facilitate communication with the Bank and associated companies. The Bank requires that all visitors to our Website adhere to the following rules and regulations. From time to time, we may revise these terms and conditions. In this Agreement, "Customer," "You," and "Your" refer to the person(s) subscribing to the Service, obtaining a User Code or Password, or using the service.

The Customer agrees as follows: You may use a Personal Computer ("PC") through an Internet connection to obtain account balances and transaction information. You may use the Service to learn the balance in your account, make transfers or loan payments, and pay bills. You may also use your PC to view completed transactions on your accounts and to transfer money between your accounts. However, transfers, withdrawals, or other payments from your Savings and Money Market accounts are limited to six (6) per calendar month by federal regulations, all as more fully set out in the Account Terms and Conditions. In addition, you may use your PC to electronically direct us to make payments from your account to third parties ("Payees") that you have selected to receive payment through the Service. You may make payments through the Service to any merchant or individual.

Copyright – Copyright in the images, web pages, text and screens appearing at this Website is owned by the Bank or others as indicated. The information and materials may not be copied, displayed, distributed, downloaded, licensed, modified, published, reproduced, reposted, reused, sold, transmitted, or used to create a derivative work or otherwise used for public or commercial purposes, except as provided in these terms and conditions, without the Bank's express written permission.

Area of Service – Not all of the products or Services offered on this Website are available to all customers. You may not be eligible for all of the products or services described. The Bank reserves the right to determine the eligibility for any product or Service subject only to Federal or State law.

Limitation of Liability – Except as otherwise provided in this Agreement or by law, we are not responsible for, and the Bank disclaims responsibility for, any loss, injury, or damage, whether direct, indirect, special or inconsequential (whether based in contract, tort, strict liability or otherwise), caused by the Website or Services or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC or equipment (even if we have been advised of the possibility of such damages), including liability associated with any viruses which may infect a user's PC or computer equipment. We will use our best efforts to include accurate and up to date information on the Website, but we make no warranties or representations as to the accuracy of the information

provided by the Bank or third parties. You agree that all access and use of this Website and its contents is at your own risk.

E-mail – Unless otherwise prohibited by law, any communication or material you transmit to us via the Website or electronic mail (“e-mail”) is on a non-confidential basis, and Bank may use such communication or material for any purpose consistent with our privacy policy including reproduction, publication, broadcast and posting. You may not transmit any obscene, libelous or defamatory messages to us.

Amendment – We can amend this Agreement upon notice to you, which you agree may be sent by mail, e-mail or by an announcement conspicuously displayed directly within the Website. Any notice will be effective not later than ten (10) days after we send or post the notice (unless a law or regulation requires a longer notice period), whether or not you have retrieved or viewed the notice by that time. We do not need to provide you with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain or restore the security of our system or an account. However, even in these cases, if the change is to be made permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement we send you, or within thirty (30) days, unless disclosure would jeopardize the security of our system or an account. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for you in our account records, or sent to an e-mail address at which you authorized us to send such notices and/or disclosures.

New Services – We may, from time to time, introduce new products and services that will be part of the Services. We may update and revise this Agreement to notify you of these new Services. By using the Website after such new services become available, you agree to be bound by the terms contained in any revised Agreement.

Severability – If any provision of this Agreement is void or unenforceable within any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity of such provision in any other jurisdiction or any other provision in that or any other jurisdiction.

Third Parties – With regard to services or products purchased or obtained by you through the Website from a person or entity other than the Bank, the Bank makes no warranty of merchantability or warranty of fitness for a particular purpose with regard to such services or products, and the Bank specifically disclaims all other warranties with regard to such services and products.

Equipment – You are solely responsible for the equipment you use to access the Services. We are not responsible for errors or delays or your inability to access the Services caused by your equipment or your Internet Service Provider. We are not responsible for the cost of upgrading your equipment to stay current with the Services nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

Authorization to Obtain Information – You agree that we may obtain and review your credit report from a credit bureau or similar entity.

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

Security Procedures – By accessing the Services, you hereby acknowledge that you will be entering a protected Internet web site owned by the Bank, which may be used only for authorized purposes. The Bank may monitor and audit usage of the Website and System, and all persons are hereby notified that use of the Services constitutes consent to such monitoring and auditing. Attempting to up-load information and/or change information on the Website is strictly prohibited. The Bank has the right to refuse any transaction if the Bank reasonably believes such refusal is necessary for security reasons.

Governing Law – You agree that all applicable Federal laws and the laws of the State of Kansas shall govern your use of this Website and all transactions conducted hereunder. You acknowledge that you have reviewed this

Agreement, understand the terms and conditions set forth herein, and agree to be bound hereby. This Website and associates services are operated by Emprise Bank from its offices at 257 N. Broadway, Wichita, KS 67201.

INVESTMENT PRODUCTS OFFERED THROUGH THIS WEBSITE ARE NOT BANK DEPOSITS AND ARE NOT INSURED BY THE FDIC, ARE NOT GUARANTEED BY THE BANK, AND ARE SUBJECT TO INVESTMENT RISK INCLUDING THE POSSIBLE LOSS OF THE PRINCIPAL INVESTED.

Service Charges – There is no fee for accessing account information using the Website. However, service charges for maintaining accounts and for special services are set forth in the Account Terms and Conditions. The Bank may amend its fee schedule from time to time.

Your User Code and Password – Each individual who has access to the Website, including each individual named on joint accounts, must designate a User Code and Password. Your User Code may consist of letters and numbers and must be a minimum of six (6) characters. Your Password must be a minimum of eight (8) and a maximum of seventeen (17) characters, and must consist of at least one (1) letter, one (1) numeric character, and one (1) symbol. Symbols include: !@#\$%^&*(). Your Password is case sensitive, meaning that capital letters are distinct from lower case letters. We recommend you use a combination of both upper and lower case letters. An example of an acceptable Password is: Sr3K9&81. We may require you to change your Password periodically to enhance security.

Online Bill Pay - You may use your PC to electronically schedule payments with the Service. Payments are posted against your balance available for withdrawal, as defined in the Bank's Funds Availability Policy contained within the Account Terms and Conditions, plus the available credit on your Emprise Overdraft Protection, if any.

You must enroll in Online Bill Pay and accept the Terms and Conditions related to that separate product. However, you will use your Internet Banking User Code and Password to access Online Bill Pay.

There is a \$2.95 monthly fee for up to 15 payments, then a \$.40 fee for each payment over 15. The monthly fee is waived for Relationship Checking and Premier Client Group customers, but the \$.40 fee for each payment over 15 still applies.

If you do not make a bill payment within any 90-day period, you will be subject to deactivation from the Online Bill Pay service. Should you be deactivated from Online Bill Pay, all bills scheduled for payment after your deactivation will be lost.

Termination – If you want to terminate your access to the Services, call us at (316) 383-4301 or toll-free at (800) 201-7118. Please allow three business days to terminate your Online Bill Pay enrollment. **RECURRING TRANSFERS BETWEEN BANK ACCOUNTS WILL NOT NECESSARILY BE DISCONTINUED BECAUSE YOU TERMINATE ACCESS TO THE SERVICES. IF YOU WANT TO MAKE SURE THAT RECURRING TRANSFERS BETWEEN ACCOUNTS ARE STOPPED, YOU MUST CONTACT THE CUSTOMER SERVICE CENTER.** We reserve the right to terminate the Services, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated attempts to enter an incorrect User Code or Password as an indication of attempted security breach. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

Entire Agreement – This Agreement, together with the Account Terms and Conditions, constitutes the entire agreement between you and Emprise Bank.