



Online & Telephone Banking Agreement

NOTICE OF CHANGE – Online & Telephone Banking Agreement

The Emprise Bank Online & Telephone Banking Agreement was recently amended. The amendments will be effective upon the date of this notice. There are two amendments to the Agreement. The transaction fee for People Pay has been removed and we have changed the transaction limits to between \$500 and \$1,000 depending upon selected payment method. These amendments do not change the features or terms of any particular deposit product. No action is required of you.

AGREEMENT. These are the terms and conditions governing the use of Emprise Bank's Website ("Website"), online banking services, bill payment services, mobile banking services, and telephone banking services, collectively ("Services"). Before using the Website or Services, please read this Agreement carefully and keep a copy for your records. By requesting or using the Website or Services, you agree to the terms and conditions set forth herein and in the Account Terms and Conditions.

These terms and conditions are in addition to those that apply to any accounts you have with Emprise 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 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 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 anyone using our Website or our Services 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 Services, obtaining an User ID, Password, PIN, or using the service.

FEES & CHARGES. There may be a fee associated with the use of these Services. Any fees assessed will be done so in accordance with the fee schedule established by the Bank and which may be changed from time to time. Additionally, you may be charged access or messaging fees by your internet, cell phone, or wireless provider.

COPYRIGHT. Copyright in the images, web pages, text and screens appearing at this Website or within the Services 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 Services subject only to Federal or State law.

LIMITATIONS ON 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. Regarding our Website and Services, we will use our best efforts to provide accurate and up to date information, 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 Website, its contents, and Services 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 the 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 SERVICE. 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 or Services 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 or Services 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 Website and Services. We are not responsible for errors or delays or your inability to access the Website or Services caused by your equipment or your internet, cell phone or wireless service provider. We are not responsible for the cost of upgrading your equipment to stay current with the Website or 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 in response to any account application received online, 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. The Bank may monitor and audit usage of the Website, System, and Services and all persons are hereby notified that use of the Website or Services constitutes consent to such monitoring and auditing. Attempting to upload 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.

SECURITY INFORMATION. Each individual wishing to access the Services, including each individual named on joint accounts, may be required to designate an User ID, Password, PIN, or other security information (collectively referred to as "Security Information"), as applicable. User IDs are case sensitive, meaning that capital letters are distinct from lower case letters and must include both letters and numbers. It cannot begin or end with a space and cannot include a single quotation mark, a pipe, a backslash, a greater-than symbol or a less-than symbol. It must be a minimum of six (6) characters. Passwords must be a minimum of eight (8) and a maximum of thirty-two (32) characters, and must consist of at least one (1) letter, and one (1) numeric character. Passwords are 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: Sr3K9a81. We may require you to change your Security Information periodically to enhance security. You agree to be bound by any instruction, whether or not authorized, issued using such Security Information and accepted by us. Subject to applicable laws, you are liable for all transactions made or authorized using your Security Information. You agree to keep these security procedures and your Security information, confidential and to notify us immediately if you believe any of your Security Information has been stolen or compromised. You agree that such security procedures are commercially reasonable.

Online Banking. You may use a Personal Computer or other device which is capable of accessing the internet to get information about your accounts, transfer funds between your accounts with Emprise Bank, and to make payments to your loan account(s) with us. Access to Online Banking requires use of a User ID and Password.

Online Bill Pay. You may use your Personal Computer or other device to electronically schedule payments with the services. 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 may make a payment to any merchant or individual within the U.S.

If you choose to use Online Bill Pay, you must first enroll in Online Bill Pay and accept the Terms and Conditions related to that separate product. You will use your Online Banking User ID and Password to access Online Bill Pay.

Mobile Banking. You may use your cell phone to transfer funds between your accounts at Emprise Bank, make bill payments, deposit checks, and to get information about your account(s). Not all Mobile Banking services may be available on all types of mobile devices and Mobile Banking services may not be available with all account types.

If you choose to use Mobile Banking, you must first enroll in Online Banking before downloading the mobile banking application and accept the Mobile Banking Terms and Conditions. You will use your Online Banking User ID and Password to access Mobile Banking. If you deactivate cellular service for the mobile phone number that you enrolled in the service, you are responsible for deactivating that same phone number for the service.

People Pay. You may use your Personal Computer or other device to send money to other individuals using only the recipient's email address, mobile phone number or account/routing information. PeoplePay can also be used to request money from other individuals. Individuals do not have to be an Emprise Customer or have Online Bill Pay in order to receive funds through People Pay.

If you choose to use People Pay, you must first enroll in Online Banking. You will use your Online Banking User ID and Password to access Online Bill Pay.

External Transfer. You may use your Personal Computer or other device to move funds between Emprise Bank accounts and validated accounts in your name at another financial institution.

If you chose to use External Transfer, you must first enroll in Online Banking. You will use your Online Banking User ID and Password to access External Transfer. You must also have an eligible checking or savings account with us.

Telephone Banking. You may use Telephone Banking to access your account by telephone 24 hours a day at (316) 383-4401 or (800) 357-8534 using your personal identification number (PIN), a touch tone phone and your account numbers, to transfer funds between your accounts, make loan payments from accounts with us to loans with us, and get information about your account. Transfers between your accounts with us may also be completed by contacting Customer Service at (316) 383-4301 or toll-free at (855) 383-4301, or by contacting any one of our branches. For any such requests, we will confirm your identity using one or more verbal security methods including but not limited to the use of: a previously agreed upon security question or code word; 100% voice recognition; or one or more pieces of identifying information on record with us. We may, in our sole discretion, record telephone instructions.

TERMINATION. If you want to terminate your access to the Services, call us at 1-855-383-4301 or 316-383-4301. Please allow three business days to terminate your Online Bill Pay or Mobile Banking 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 incorrect Security Information 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.

OTHER AGREEMENTS. By using the Website or Services, you are governed by this Agreement as well as the Agreements that you already have with us for any account accessed via the Website or Services. It is important that you review those Agreements for any applicable fees, availability of deposits, limitations on the number of transactions that you make, and other restrictions that may impact your use of the Website or Services. In the event of a conflict between this and any other Agreement, this Agreement will control.

GOVERNING LAW. You agree that all applicable Federal laws and the laws of the State of Kansas shall govern your use of the Website, Services 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.

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.



Emprise Bill Pay Agreement & Disclosure

This Emprise Bill Pay Service Agreement and Disclosure (“*Addendum*”) incorporates, supplements, and supersedes where inconsistent, the terms of your Online & Telephone Banking Agreement (the “*Agreement*”) with us and sets forth the terms and conditions of the Emprise Bill Pay service offered by Emprise Bank through FIS (a/k/a “*Bill Payment Service*”) to customers who use Online Banking. In this Addendum, “*you*” refers to each owner and authorized signer on the accounts that may be used with the Service. The terms “*we*,” “*us*” and “*Bank*” refer to Emprise Bank. Terms not otherwise defined in this Addendum will have the same meanings as set forth in the Agreement. Your use of the Service will be deemed further evidence of your agreement to these terms.

You will access Emprise Bill Pay through Online Banking after you have entered your Online Banking Password. You are responsible for transactions made with your Online Banking password. By using your Online Banking User ID and password you will authorize the Bill Payment Service to make payments on your behalf to others from a designated Emprise Account via the Internet.

TYPES OF AVAILABLE ELECTRONIC TRANSFERS AND LIMITS. Bill payments that you authorize will be deducted from the Emprise Account you designate. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You are not permitted to designate governmental agencies or courts. Payments can only be made to payees within the United States. You or any persons who you have authorized to use your Online Banking User ID and password and Emprise Bill Pay service can perform the following transactions:

- from your designated Emprise Account, pay any payee in accordance with this agreement a one-time or recurring amount.
- obtain information (payee information, payment status information, etc.) about your Emprise Bill Pay Account status.

If you initiate a bill payment that is returned for non-sufficient funds, your Bill Pay Service will be blocked and you will be unable to submit additional bill payment requests until the account is properly funded and the return(s) cleared. Each transfer or bill payment that creates an overdraft will be charged a non-sufficient funds (NSF) fee in accordance with Emprise Bank’s Schedule of Charges.

Transactions cannot be made from any account in an unavailable status, such as a dormant or inactive account or an account for which funds are held or pledged, accounts not in good standing with Emprise, or from any account subject to legal process or other encumbrance restricting the transfer.

POSTING AND TIMING OF TRANSACTIONS AND DOCUMENTATION OF TRANSACTIONS. You should allow at least 3 business days for electronic payments and 5 business days for payees to receive your check payment. Payments will be posted to your designated Emprise Account within two business days of the date that the payment was sent to the payee. You will receive a confirmation number at the time of each transaction. A record of all bill payment transactions will be fully disclosed on your monthly statement.

LIABILITY. Emprise and the Bill Payment Service will use their best efforts to process all your transactions properly. However, neither Emprise nor the Bill Payment Service shall incur liability if they are unable to complete any transaction you have initiated because:

- Your designated Emprise Account does not have sufficient funds to complete the payment or the payment would exceed the credit limit of your overdraft account;
- The Internet, Online Banking or the Bill Payment Service is not working properly and you know or have been advised by Emprise or the Bill Payment Service about the problem;
- You have not provided Emprise or the Bill Payment Service with the correct name or account number or information;
- Circumstances beyond Emprise or the Bill Payment Service’s control (such as, but not limited to: fire, flood) prevent the proper execution of the payment and Emprise and the Bill Payment Service have taken reasonable precautions to avoid those circumstances.

UNLAWFUL USE OF FINANCIAL SERVICES. Any financial service available through Emprise may be used for any transaction permitted by law. You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at FIS or Emprise’s discretion. You further agree, should illegal use occur, to waive the right to sue Emprise for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold Emprise harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

LIABILITY AND NOTIFICATION FOR UNAUTHORIZED INTERNET BILL PAYMENT TRANSFERS. An unauthorized bill payment transfer is any bill payment transfer that you have not authorized, including one made with a lost or stolen Online Banking password. If you believe that someone has transferred or may transfer money from your account without your permission, or if your account statement shows transfers you did not make, you must notify Emprise Bank at 1-855-383-4301 or 316-383-4301. Telephoning is the best way of informing us and of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit). If you tell us as soon as discovery of an unauthorized transfer is made, you may have no liability for the losses. Notwithstanding the above, you may be liable for greater amounts than listed above to the extent allowed under applicable law only if we determine that you were grossly negligent or fraudulent in the handling of your account.

WHO TO CALL FOR LOST OR STOLEN ONLINE BANKING PASSWORD. If you believe that your Online Banking password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you should contact us at 1-855-383-4301 or 316-383-4301 immediately.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL PAYMENTS. Contact us at 1-855-383-4301 or 316-383-4301, or write to us at Emprise Bank, P.O. Box 2970, Wichita, KS 67201, as soon as you can if you think your statement is wrong or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent or made available the FIRST statement on which the problem or error appeared. You must: (a) tell us your name and account number; (b) describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and (c) tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time that it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question, and up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

NSF FEES. If there are non-sufficient funds in your designated Emprise Account and overdraft protection from another source is not available, debits will be returned to the Bill Payment Service via banking channels and an ACH NSF fee in accordance with the current Schedule of Charges will be assessed by Emprise for each item. The NSF item will result in a block by the Bill Payment Service on your designated Emprise Account, preventing you from making more payments until the NSF situation has been resolved. Any single or recurring payments scheduled for processing during that time will not be processed. If a payment request is received while the account is blocked, an email will be sent by the Bill Payment Service notifying you that the payment(s) will not be processed.

In some instances, the bill payment transaction may be completed prior to the debit to your designated Emprise Account. In this case, you agree that you will reimburse Emprise and the Bill Payment Service immediately upon demand the amount of the transaction amount. You further agree to be liable for any deficit resulting from charges or bill payment overdrafts, whether caused by you or another authorized to withdraw from your designated Emprise Account, and you agree to pay Emprise or the Bill Payment Service's cost to collect the deficit including, to the extent permitted by law, reasonable attorneys' fees. You agree that FIS or Emprise may terminate your Emprise Bill Pay privileges if you violate the terms of this Agreement.

STOP PAYMENTS. If you wish to stop a payment to a payee that has not yet been processed, you may simply cancel the payment through the Bill Pay Service. If you wish to stop a payment that has already been processed by the Bill Pay service, you must call Emprise at 1-855-383-4301 or 316-383-4301. If a stop payment can be placed, a stop payment fee will be charged. See Schedule of Charges for fees. Any stop payment fees will be deducted from your designated Emprise Account.

CANCELLATION. In order to discontinue Emprise Bill Pay, you must call us at 1-855-383-4301 or write to us at Emprise Bank, P.O. Box 2970, Wichita, KS 67201.

Emprise and FIS may terminate or suspend your access to Emprise Bill Pay at any time and without advance notice, with or without cause. Without limiting the preceding sentence, we may terminate or suspend your use of Emprise Bill Pay if you incur excessive NSF or overdraft transactions, or otherwise misuse your designated Emprise Account or Emprise Bill Pay. Termination or suspension of bill payment privileges in no way affects your responsibility for Online Banking and bill payment transactions chargeable to any of your Emprise accounts, when the transactions are posted to us. Any such termination or suspension by you or Emprise applies only to Emprise Bill Pay and does not necessarily terminate or suspend any of your other accounts or services.

PRIVACY. We may disclose information about you, your accounts and the transactions you perform to companies that perform services for us (such as check printers and data processing firms), with your permission, to our affiliates, and as permitted by law. We may disclose information, for example: where it is necessary or helpful for completing a transaction; to report the existence, history and condition of your account to credit reporting agencies; to comply with government agency and court orders; or if you give us your written permission. Please see our Privacy Policy on our website or call us at 1-855-383-4301 or 316-383-4301 for information about how we gather, use and secure nonpublic personal information about you.

APPLICABLE LAW. Except to the extent that federal law is controlling your rights, our rights, and the terms of this agreement will be governed in all respects by Kansas state law.

AMENDMENTS. From time to time, we may amend this agreement. If an amendment results in increased cost to perform an EFT (Electronic Funds Transfer) or service; or increased liability to you, decreases the type of EFT available to you, or places stricter limitations on the frequency or dollar amount of transfers, written notice of the amendment will be mailed to your current address as shown on our records at least 21 days before the effective date of the amendment. However, if an immediate change in terms

or conditions is necessary to maintain or restore the security of an electronic funds transfer system or account, we will provide written notice of the change to you on the next periodic statement or within 30 days, unless disclosure would jeopardize the security of the system or account.



Emprise External Transfer Agreement & Disclosure

This Emprise External Transfer Agreement and Disclosure (“*Addendum*”) incorporates, supplements, and supersedes where inconsistent, the terms of your Online & Telephone Banking Agreement (the “*Agreement*”) with us and sets forth the terms and conditions of the Emprise External Transfer service offered by Emprise Bank to customers who use Online Banking. In this Addendum, “*you*” refers to the Emprise Account holder and anyone else authorized by the Account holder to exercise control over the Account. The terms “*we*,” “*us*” and “*Bank*” refer to Emprise Bank. Terms not otherwise defined in this Addendum will have the same meanings as set forth in the Agreement. The term “Consumer Account” means an Emprise Account established by an individual primarily for personal, family or household purposes. Certain of the provisions of this Addendum apply only to Consumer Accounts. Your use of the Service will be deemed further evidence of your agreement to these terms.

This Addendum provides the terms and conditions for you to move funds between Emprise Bank accounts (“Emprise Accounts”) and validated accounts in your name at another financial institution (“Third-party Accounts”). In order to provide this service (“service”), we need your permission to use and verify information available about your Third-party Accounts. In addition, you must authorize us to act as your agent to originate a funds transfer from another financial institution, ensure the funds are good, and distribute them to your Emprise Account.

Before you can use the Service, you must be enrolled for our online banking service and have an eligible checking or savings account with us. At our discretion, we may refuse to allow certain accounts to be linked to any Service.

For purposes of this Addendum, every day is a “Business Day” except Saturdays, Sundays and federal holidays.

The Emprise Bank Account Terms & Conditions which is incorporated herein by reference, contains additional terms and conditions applying to your Account(s) and this Service. In the event of any inconsistency between this Addendum and your Account Terms & Conditions, this Addendum will control. All other terms and conditions of the Account Terms & Conditions remain in full force and effect.

ACCEPTANCE OF TERMS. When you click on “I Agree”, you agree to be bound by all terms of this Addendum, including any amendments to this Addendum or any changes in this Addendum we make from time to time. We reserve the right to accept or decline your application. If you do not agree to all of the terms in this Addendum, and navigate away from this page prior to clicking on the “I Agree” button, you will not be entitled to use this Service. We reserve the right to change the terms of this Addendum at any time; however, we will notify you of any change to this Addendum as required by law. If you have consented to receiving electronic disclosures, we may notify you of changes to this Addendum by e-mail or by publication on the Emprise Bank website. You agree that if you continue to use this Service after we notify you of any change, you thereby accept the changes to the Addendum and agree to be bound by its new terms.

If you do not agree to the changes, or if at any time you wish to discontinue your use of the Service, call us at 1-855-383-4301 or 316-383-4301, or write to us at Emprise Bank, P.O. Box 2970, Wichita, KS 67201. We have the right to change or discontinue the Service, including your Account, with or without notice, without liability to you, or any other user or any third party.

AUTHORIZATION TO USE PERSONAL INFORMATION TO VALIDATE YOUR ACCOUNT

Right to Validate Funding Source for Funds Transfer. Once you are approved for this Service and if you elect to move money between Emprise Accounts and Third-party Accounts, you authorize us to validate your Third-party Accounts through the use of small credits and matching debits to your Account which you must verify. You also authorize us to verify the funding source to affect the funds transfers you request. By using the Service, you represent and warrant to us that you have the right to authorize and permit us to access your Third-party Accounts to make such funds transfers or for any other purpose authorized by this Addendum, and you also confirm to us that by disclosing and authorizing us to use such information you are not violating any third-party rights. You warrant and represent that the information you are providing us is true, current, correct and complete. You hereby authorize and permit us to use information provided by you to accomplish these purposes.

Right to Validate Lawful Fund Destination for Funds Transfer. We reserve the right to obtain additional information, such as a consumer credit report, as we deem reasonably necessary to insure that you, or persons to whom you may transfer funds, are not using the Service in violation of law, including, but not limited to, laws and regulations designed to prevent money laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

Right to Use Content. You hereby give us a license to use and verify information, data, materials, or other content (the “Content”) you provide to us for the purpose of providing the Service, subject to the terms of our Privacy Policy.

OUR RESPONSIBILITIES

Liability for Failure to Make Transfer Involving Consumer Accounts. If we do not complete a transfer to or from your Consumer Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, whether you have a Consumer Account or another Account, for instance:

- if, through no fault of ours, you do not have enough money in your Account or your Third-party Account to make the transfer;

- if the funds transfer is not complete, or is reversed, because the provider of your Third-party Account does not permit the transfer;
- if the transfer would go over the credit limit on your overdraft line or private line of credit;
- if our system was not working properly and we attempted to notify you via secure mail prior to the transfer being attempted.
- if you knew your system was not working properly and you knew about the breakdown when you started the transfer;
- if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken;
- if there are other exceptions stated in our Online & Telephone Banking Agreement with you.

YOUR RESPONSIBILITIES

Joint Account Holder Notification and Approval. By clicking "I Agree" you confirm that any joint account holders have consented for you to use your Third-party Accounts and Emprise Accounts for the Service. We will end your use of the Service if any joint account holder notifies us that (i) they never consented to your use of the Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

Authorized, Valid Transaction for Funds Transfer. You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable Emprise Accounts or Third-party Accounts to make any funds transfer you request that we make on your behalf through the Service.

Security Requirements. You agree to comply with such security measures as may be established from time to time by Emprise Bank to maintain the confidentiality of all user information. This information includes, but is not limited to, user IDs, numbers, and passwords which are assigned or changed by the user. User also agrees to utilize updated anti-virus, anti-spyware, and anti-malware protection. User recognizes that any breach or financial loss that may occur as a result of failure to comply with these requirements indemnifies Emprise Bank from any liability or loss resulting from such failure. It is the customer's responsibility to protect his/her personal computer or use thereof.

TRANSFER TYPES AND LIMITATIONS

Means of Conducting Transfer. You may use your Account and password to transfer funds with Third-party Accounts you have successfully registered with this Service. The types of transfers that can be made are:

- transfer from Third-party Accounts to Emprise Accounts;
- transfer from Emprise Accounts to Third-party Accounts.

You authorize us to select any means we deem suitable, including but not limited to electronic money movement, funds transfer systems, mail, courier, telecommunications, intermediary banks and organizations, or other banking channels, to provide your funds transfer instructions to the provider of the Third-party Account. You agree to be bound by the rules and regulations that govern the applicable means of transfer, such as CHIPS and/or NACHA operating rules.

A fee may be charged to your account for executing a transfer. Fees for the service are presented for your approval before you submit the transfer.

Same-Day Transaction. Transactions made on banking business days, Monday-Friday, by 7:55 P.M. CT will be processed on the current Business Day. Transactions made after 7:55 P.M. CT will be conducted on the next Business Day.

Funds Availability. Our policy is to delay the availability of funds transferred into your Emprise Account from your Third-party Account when such transfer is made under this Addendum. During the delay, you may not withdraw the funds in cash and we may not use the funds to pay items that are presented to your Emprise Account. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for transfers from your Third-party Account that are returned to us unpaid and for any other problems involving your funds transfer. The length of the delay is counted in Business Days from the day of your deposit. We will delay your funds availability for two Business Days from the date of the transaction. The transfer affecting your Emprise Account will appear in your transaction history on the Business Day after the transaction was processed.



Emprise People Pay Service Agreement & Disclosure

This Emprise People Pay Service Agreement and Disclosure (“*Addendum*”) incorporates, supplements, and supersedes where inconsistent, the terms of your Online & Telephone Banking Agreement (the “*Agreement*”) with us and sets forth the terms and conditions of the Emprise People Pay service (“*Service*”) offered by Emprise Bank. In this Addendum, “*you*” refers to each owner and authorized signer on the accounts that may be used with the Service. The terms “*we*,” “*us*” and “*Bank*” refer to Emprise Bank. Terms not otherwise defined in this Addendum will have the same meanings as set forth in the Agreement. Your use of the Service will be deemed further evidence of your agreement to these terms.

Before you can use the Service, you must be enrolled for our online banking service and have an eligible checking account with us. At our discretion, we may refuse to allow certain accounts to be linked to any Service. You also will need the equipment described in the Agreement. If you are unable to connect to the Service for any reason, please contact us at 1-855-383-4301 or 316-383-4301.

FUND TRANSFERS. You can use this Service via online banking or mobile banking to send funds from your designated consumer account with us to other consumer accounts within the United States.

SENDING FUNDS. You may instruct us to send funds from your Bank account to a recipient that you designate. There are several ways to send funds using this Service. If you know the recipient’s account information (e.g., account number and bank routing number) you can instruct us to send funds directly to that account (a “One-Step Transfer”). If you do not know the recipient’s account information, you can instruct us to send an email or SMS text message to the recipient, advising the recipient of the pending transaction and asking the recipient to provide the account information and other information we need to complete the transfer (a “Two-Step Transfer”).

Each time you instruct us to process a Two-Step Transfer, you warrant to us that you have obtained the recipient’s permission to send SMS text messages to the mobile phone number you provide to us with your instructions. You authorize us to act as your agent and attorney-in-fact for the limited purpose of communicating with recipients regarding your transactions (e.g., sending SMS text messages on your behalf).

Transfers are sent to recipients as electronic transfers (e.g., where you or the recipient provide us with the recipient’s account information). Electronic transfers will normally be deposited to the recipient’s account within three business days of the scheduled transfer date for One-Step Transfers or, in the case of Two-Step Transfers, the date we receive all information we require from the recipient for the electronic transfer.

We may charge your account for electronic transfers as early as the scheduled transfer date and credit funds to an omnibus account used to process transactions. If a recipient fails to respond to the email or text message sent in connection with a Two-Step Transfer within 10 days or the transfer cannot be made for any other reason, we will notify you and, if the transfer amount was previously charged to you, return the transfer amount to your account.

The cutoff time for submitting transfer instructions is Monday through Friday by 8:00 p.m. Instructions received on a weekend, or holiday, or after the cutoff hour on a business day may be processed by us on the following business day. We will provide an electronic confirmation number at the time that you set up each transfer instruction.

Erroneous Transfer Instructions. You assume sole responsibility for you and/or the recipient accurately describing transfer amounts, accounts, financial institutions, and addresses. We are not responsible for confirming such information, or for monitoring or refusing to process duplicate transfer instructions. If you give us a transfer instruction (or the recipient gives us information related to your instruction) that is incorrect in any way, you agree that we may charge your account for the transfer whether or not the error could have been detected by us. We are not obligated to detect errors in transfer instructions.

Rejecting Transactions. We may reject transfer instructions with or without cause or prior notice. If we do, we may notify you of the rejection orally, electronically or in writing. We may reject a transfer instruction, for example, if you do not have sufficient available funds to cover the transfer or the transfer instruction is unclear, ambiguous or incomplete. If we reject an instruction to transfer funds from your Bank account, you will need to re-enter the information if you wish to make the transfer at a later date.

Not all types of accounts are eligible for this Service. Be sure to check with us and other financial institutions for restrictions regarding transfers to and from accounts (e.g., 401k, IRA, savings and money market accounts). We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the account provider or those imposed by applicable law.

Cancelling and Changing Transfer Instructions. Your ability to cancel or change a transfer depends on the method you use to send funds through the Service. If you request a Two-Step Transfer, you may cancel or change the transfer by deleting your instruction from the transfer screen any time before it is claimed by the recipient. After that, you do not have a right to cancel or change a Two-Step Transfer. If you request a One-Step Transfer, you do not have a right to cancel or change the transfer after it is submitted to us. Although we may attempt to act on any cancellation or change request you make (e.g., if it is received in a time and manner which permits us to do so), we assume no responsibility for failing or refusing to do so, even if we could have affected the cancellation or changed the transaction. Our acceptance of any cancellation or change request will not obligate us to accept any future request for cancellation or to otherwise change the transfer. You agree to indemnify, defend and hold us and our agents harmless from any loss, damage, claim, action, and liability that results, and any charges and costs we or our agents incur, in connection with any request by you to cancel or change a transfer instruction.

Receiving Funds. You understand that you may receive funds through the Service via a payment generated by another individual. You understand that the receipt of money is subject to the terms and agreements of the accounts you have with Emprise Bank.

NO WARRANTIES. THE SERVICE IS MADE AVAILABLE ON AN "AS-IS" AND "AS AVAILABLE" BASIS. NEITHER WE NOR OUR VENDORS PROVIDE ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THIS SERVICE. ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE GREATEST EXTENT PERMITTED BY LAW. NEITHER WE NOR OUR VENDORS ASSUME ANY LIABILITY FOR THE UNAVAILABILITY OF THE SERVICE. THIS PROVISION SHALL NOT BE DEEMED TO LIMIT OUR OBLIGATIONS AS OTHERWISE SET FORTH IN THIS ADDENDUM OR AS REQUIRED BY LAW.

HOURS OF OPERATION; SERVICE UNAVAILABILITY. You can use the Service 7 days a week, 24 hours a day. There may be times, however, when all or part of the Service is temporarily unavailable due to system outages, maintenance or technical difficulties, including those of the Internet service provider or software provider. We may suspend this Service immediately if we believe the security of the Service has been compromised or we question the legality of any transaction. We assume no responsibility for any damage or delay that may result from such unavailability.

PRIVACY. We may disclose information about you, your accounts and the transactions you perform to companies that perform services for us (such as check printers and data processing firms), with your permission, to our affiliates, and as permitted by law. We may disclose information, for example: where it is necessary or helpful for completing a transaction; to report the existence, history and condition of your account to credit reporting agencies; and to comply with government agency and court orders. Please see our Privacy Policy on our website or call us at 1-855-383-4301 or 316-383-4301 for information about how we gather, use and secure nonpublic personal information about you.

DISCREPANCIES. We assume no responsibility for the accuracy or timeliness of information provided by, or retrieved from, other institutions or other parties to your transactions. You agree to provide us with prior written notice of any changes in your designated accounts with payees and other institutions that would affect our right or ability to process Service transfers.

If a transfer instruction identifies a recipient or a bank by name and account or other identifying number, we and other financial institutions may process the transaction solely on the basis of the number, even if it identifies a different person or entity from what is indicated in the instruction. We have no obligation to identify and investigate discrepancies between names and numbers.

STATEMENTS. We will send or make available to you a monthly deposit account statement unless there are no electronic fund transfers in a particular month. In any case, you will receive or have electronic access to a statement at least quarterly.

SERVICE FEES. We may impose a fee for overdrafts which may be incurred in connection with the People Pay Services for insufficient funds in or Bank holds on your Account (see our Schedule of Charges for NSF and ODP fees that could affect your Account.) Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges.

TRANSACTION LIMITATIONS. We reserve the right to limit the frequency and dollar amount of transfers for security reasons. Transfers may only be made in U.S. dollars. Any and all transfers sent to an email address, as a text to a mobile number, or sent direct deposit will be limited to between \$500 and \$1,000 per transaction depending upon selected payment method. We may change these limits at any time. If your transaction is scheduled to occur on a weekend, a holiday, or after our cutoff hour, we may determine your transaction limitations as if the transaction occurred on the following business day. We may permit you to exceed these limits from time to time at our sole discretion, but may cease doing so at any time and without prior notice.

We may refuse to permit a Service transaction at any time and without prior notice if we believe it may violate applicable law.

PROHIBITED PAYMENTS. The following types of payments are prohibited through this Service and we have the right but not the obligation to monitor and/or block, cancel or reverse any:

- Payments to or from persons or entities located outside of the United States;
- Payments that violate any law, statute, ordinance or regulation;
- Payments that violate the acceptable use of the Payment Service.

In no event will we be liable for any claims or damages resulting from your attempt to make any prohibited payments. We have no obligation to review or resolve any claim resulting from a prohibited payment.

HOW TO NOTIFY US OF A PROBLEM. If you have a question about a Service transaction, believe your User ID or Password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at 1-855-383-4301 or write to us at Emprise Bank, P.O. Box 2970, Wichita, KS 67201.

In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device.

YOUR RESPONSIBILITY. Tell us AT ONCE if you believe your Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your Password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Password, and we can prove that we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. You have sole responsibility to monitor and review your statements and the payments from your Account and to immediately report any suspected fraud or unauthorized access to your Account or Account Information. If you do not tell us within 60 days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

OUR RESPONSIBILITY. If we do not complete a transfer on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for example, if: (a) we process your transfer in a timely manner, but the recipient rejects your transfer or fails to process it in a timely manner; (b) your account does not contain sufficient available funds to make the transfer, or the transfer would exceed the credit limit on any overdraft line you have with us; (c) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or claim restricting the transfer; (d) the recipient or transaction information you supply to us is incorrect, incomplete or untimely; (e) the system was not working properly and you knew about the problem when you requested the transfer; (f) circumstances beyond our control (such as fire, flood, viruses, computer breakdowns or telecommunication problems) or rolling blackouts prevent the transaction, despite reasonable precautions that we have taken; (g) you do not authorize a transfer early enough for your transfer to be made and properly credited by the recipient by the time it is due; (h) a transfer could not be completed due to the system's unavailability; or (i) you fail to follow our on-screen instructions properly.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSFERS. Call us at 1-855-383-4301 or 316-383-4301, or write to us at Emprise Bank, P.O. Box 2970, Wichita, KS 67201 as soon as you can if you think your statement is wrong or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent or made available the FIRST statement on which the problem or error appeared. You must: (a) tell us your name and account number; (b) describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and (c) tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time that it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question, and up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

INDEMNIFICATION. Except as otherwise set forth in this Addendum, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions and omissions in connection with your accounts or our Service, or (b) our actions and omissions,

provided that they are taken/omitted in accordance with this Addendum or your instructions. This provision shall survive the termination of this Addendum.

OTHER TERMS. Please see the Agreement for other terms relating to this Service (e.g., waivers, governing law, and overdrafts). You agree to comply with the Account Terms and Conditions found on our website, as well as any Service guidelines and instructions set forth at that site. Unless we agree otherwise in a writing that specifically refers to this Addendum, this Addendum, the Agreement, and your Account Terms & Conditions contain all of the terms of our agreement with you with respect to the Service.

CHANGE IN TERMS. We may add to, delete from, or change the terms of this Addendum at any time by sending a notice to any of you at the mail or e-mail address shown in our records, by posting the notice or an amended Addendum or agreement on our web site, or by delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this Addendum and your use of the Service. Note: Some of our Services may not be available at all times. We may make additional Services or new features available from time to time.

TERMINATION. We may terminate or suspend your access to all or part of the Service at any time, with or without cause. Without limiting the preceding sentence, we may terminate or suspend your use of the Service if you have three or more overdrafts or non-sufficient funds transactions on your accounts during any rolling 12-month period. If you decide to cancel the Service, call us at 1-855-383-4301 or 316-383-4301, or write to us at Emprise Bank, P.O. Box 2970, Wichita, KS 67201. Let us know if you have any outstanding scheduled transfers that you also wish to cancel. Unless you advise us not to make such transfers, you will be responsible for any transfers we make following your notice of termination. We may refuse to make scheduled Service transfers following termination of the Service. Any indemnification required by this Addendum shall survive its termination.

BUSINESS AND OTHER NON-PERSONAL ACCOUNTS. Our obligations set forth in Sections "Our Responsibility" and "In Case of Errors or Questions about Your Transfers", and the limitations on customer liability set forth in Section "Your Responsibility" and in periodic statements, do not apply in the case of business or other non-personal accounts. The owners of those accounts must notify us immediately if they discover any unauthorized transactions or errors, and must send us a written notice of the problem within a reasonable time (not to exceed 14 days from the date of discovery or their receipt or the availability of the first statement or notice reflecting the problem, whichever occurs first). Under no circumstances will we be liable for any special or consequential damages involving such accounts. We may process any online instruction we believe is given by any of you if the instruction is accompanied by your Password, and you will be obligated for the transfer or payment, even if the instruction is not transmitted or authorized by you. Each time you use the Service to submit a transfer or payment instruction to us, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions).