

AGREEMENT. These are the terms and conditions governing the use of the Emprise Visa Online website (the "Website"). Before using the Website, please read this Agreement carefully and keep a copy for your records. By requesting access to or using the Website, you agree to the terms and conditions set forth herein.

These terms and conditions are in addition to those that apply to your credit card account(s) with Emprise Bank, and which are set forth in your Cardholder Agreement, Account Opening Disclosures and any subsequent change in terms notices associated with your credit card account(s). It is important that you review those Agreements for the applicable terms and conditions, fees, restrictions, or limitations associated with your credit card account(s).

TERMS OF USE OF WEBSITE. The Website is maintained in order to provide you with information about your credit card account, and to facilitate communication with Emprise Bank (the "Bank") and associated companies. Anyone using the Website must 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) requesting access to the Website, subscribing to the Website, or using the Website.

FEES & CHARGES. We do not charge a fee for accessing your account information through the Website. However, you may be charged access or messaging fees by your internet, cell phone, or wireless provider. You agree that you are solely responsible for all such costs.

COPYRIGHT. Copyright in the images, web pages, text and screens appearing at or within this Website are 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 our express written permission.

AREA OF SERVICE. Products or Services offered through the Website may not be available to all customers. 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 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 the Website, every effort will be made 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 the Website, its contents, and associated 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 the Website, 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 the Website, 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 Website. We may update and revise this Agreement to notify you of these new products and services. By using the Website after such new products or 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.

LINKED SITES. The Website may contain links to other websites operated by third parties. Accessing any such site is at your own risk. We are not a party to any agreements you enter into with any person or entity other than the Bank. With regard to services or products accessed, used, purchased or obtained by you through any such site, 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. We are not responsible for errors or delays or your inability to access the Website 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 nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

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 or a third party provider may monitor and audit usage of the Website and all persons are hereby notified that use of the Website 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. By submitting your information to the Website, you are authorizing us to verify any information you provide. Verification of your identity may be achieved through the use of third party services.

Security Information. Each individual wishing to access the Website may be required to designate an Access or User ID, Password, PIN, or other security information (collectively referred to as "Security Information"), as applicable. 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.

ACCOUNT INFORMATION. Emprise Bank determines what information you will be able to access through the Website. Unless you have elected to receive your statement online, the account information on the Website is not intended to replace the regular statement you receive by other means. You must refer to your full credit card statement for complete account information, including important information about your rights and obligations.

TERMINATION. We reserve the right to terminate your access to the Website, in whole or in part, at any time with or without cause and without prior written notice. We also reserve the right to temporarily suspend access to the Website 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 your access to the Website does not affect your obligations under this Agreement with respect to occurrences before termination.

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