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Online Banking Agreement and Disclosures

Please read and print, or save this Agreement and Disclosure on your PC before enrolling in our Online Banking Service for personal use.

COMMUNITY POINT BANK ONLINE BANKING SERVICES

AGREEMENT AND DISCLOSURE (Individuals and Personal Checking Services Only)

This Agreement and Disclosure (“Agreement”) is effective between Community Point Bank (the “Bank”) and each client of the Bank who hereby subscribes to the Bank’s Online Banking Services known as “CPB Online Banking” (online banking) and /or CPB Bill Pay (online bill pay), or any person authorized by the client to use the client’s CPB Online Banking services. This Agreement discusses how you can use CPB Online Banking to obtain information about your account, transfer funds between your accounts, and request certain other bank services and use CPB Bill Pay to pay bills online. It also contains the terms and conditions for CPB Online Banking and CPB Bill Pay. This agreement describes your and our rights and responsibilities with respect to CPB Online Banking Services; it supplements the electronic funds transfer agreement(s) and disclosure(s) that you received previously when opening your deposit account(s) and/or contracting for other types of electronic funds transfer access to those accounts at the Bank. Whoever uses CPB Online Banking either directly or on behalf of a client is bound by this Agreement.

Definitions In this Agreement the words “you”, “your” and “user” mean those who sign as applicants, are authorized user(s) of your designated account(s) or have an interest in the account(s), or who subscribes to or uses CPB Online Banking services. The words “we”, “us” and “our” mean the Bank and any agent, independent contractor, designee, or assignee that the Bank uses in the provision of online banking services. The word “payee” means individual or business that you select in advance to receive one or more bill payments. “Electronic funds transfers” means ATM withdrawals, preauthorized transactions, point-of-sale transactions, and transfers to and from your bank accounts using the CPB Online Banking service including bill payments. “Business days” are Monday through Friday except for bank holidays. Other definitions appear within the text of this Agreement.

Access To use CPB Online Banking, you must have at least one account at the Bank, access to the Internet with a 128-bit data encryption browser, and completed an Online Banking application. CPB Online Banking is generally accessible 24 hours a day, seven days a week, except for reasonable periods of time for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts. Even in cases where notification is usually required, we may modify, suspend or terminate access to CPB Online Banking services at any time and for any reason without prior notice, in order to protect the system or your account. We will give you notice in other situations if required by law. Additionally, we reserve the right to deactivate any CPB Online Banking service that has been “inactive” for a period of 180 days.

Security We will assign to you a CPB Online Banking client identification (“ID”) number and personal identification number (“PIN”), which you must use to access the online banking service and/or online bill pay. You will be required to change the PIN at the time of first log-in. Online Banking PIN must be 6-10 characters in length and be comprised of alpha/numeric/special characters. The PIN will expire every 180 days. We may require you to change your PIN from time to time for security purposes. You are responsible for keeping your ID and PIN confidential. We are entitled to act on transaction instructions received using your ID and PIN, and you agree that the use of your ID and PIN will have the same effect as your signature authorizing the transaction. Although we make every effort to ensure that our online banking service is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We do not guarantee that all data transfers using CPB Online Banking, or email transmitted to and from us, will not be monitored or read by others.

Disclaimer of Liability You are responsible to obtain, install, maintain and operate all computer hardware and software necessary for CPB Online Banking services. We are not responsible to you for any loss or damage that you suffer as a result of the failure of systems and hardware that you use to interface with our systems, or systems and software that you use to initiate or process banking transactions, whether such transactions are initiated or processed directly with our systems or through a third party service provider. You alone are responsible for the adequacy of the systems and software that you utilize to process transactions and the ability of such systems and software to do so accurately. We are not liable to you for any computer virus that may be attributable to the transactions using our CPB Online Banking services.

Your Account If you use CPB Online Banking to access an account that requires more than one signature to authorize a transfer or write a check, or your account is subject to dollar or transaction limits, the Bank will not monitor or restrict those aspects of those accounts in our CPB Online Banking services. When such a restricted account is accessed through our CPB Online Banking services, the authorized signers are jointly responsible for all transactions that occur in the account, whether the restrictions are violated or not.

General Description of Services In general, the CPB Online Banking service enables you to:

- View account balances and transaction history;
- Transfer funds between accounts;
- Set up recurring transfers between accounts; and
- Download account transactions.

In general, if you activate CPB Bill Pay service you may:

- Pay bills to most merchants, individuals and institutions;
- Set up recurring payments; and
- Download your payment schedule.

This list is not exhaustive. We may offer additional or different CPB Online Banking services in the future, all of which will be governed by this Agreement.

CPB Online Banking Limitations For security purposes, we may from time to time establish limits on certain aspects of fund transfers through CPB Online Banking:

- On the dollar amount of funds transfers you may make each day.
- On the number of balance inquiries, or number or dollar amount of transfers you make via CPB Online Banking or CPB Bill Pay in a single day. (Transfers for some types of accounts are restricted by federal law, or by design of the product. Refer to your account agreement for further information regarding these limitations.)
- The amount of transfers that you make. (This is also limited by the available balance in the account you wish to transfer from.)
- If you request a transfer that exceeds the funds available in the account from which a transfer is being made, we will not be required to honor the request. However, if we, in our sole discretion, choose to make a requested transfer that exceeds the funds available in the account, that account will be subject to our current fee for processing items drawn against non-sufficient funds.
- CPB Online Banking instructions to transfer funds (excluding bill pay transactions) received by us by 3:00 p.m. on a business day will be credited/debited to your designated accounts on that business day, assuming that you have sufficient available funds. Transfers processed after that time will be credited/debited on the next business day.

Bill Pay through the CPB Online Banking Service (CPB Bill Pay)

CPB Bill Pay is an electronic payment system which permits you to initiate and authorize payments from your accounts to payees you select to receive payments via this service. You can set up a payment to occur only on demand or you can set a payment to recur (for example, each month). Recurring payments must be paid in the same amount and on the same date. Payments you make on demand can vary in amount and/or date. After you establish a recurring or an on-demand payment, the Bank will automatically execute bill payments according to your instructions and will continue until you cancel your instructions. You can do that by writing us at:

Online Banking Center Service

Community Point Bank
P.O. Box 457
Russellville, MO 65074

Email: mail@ourcpb.com

To participate in CPB Bill Pay, you must have a checking account with us and use CPB Online Banking service. You can use CPB Bill Pay to make payments from any of your checking accounts with us. To pay bills using CPB Bill Pay, first you use your client ID and PIN for the CPB Online Banking service to authorize a payment from your account. After we receive your instruction the payment is made either by (i) transferring funds electronically from your account to the payee or (ii) preparing a paper check to the payee and mailed via first class mail. This payment date should not be the “due date” of your bill; see below on how to schedule payments.

You may use CPB Bill Pay to authorize recurring payments to pay recurring bills. These payments must be for the same amount each month, and these will be sent on the same calendar day of each month. (If that day does not fall on a business day, the payment will be sent on the last business day before the weekend or holiday.) When you enter and transmit payment instructions to us, you authorize us to withdraw funds from your account and make the payment you direct. We will make that payment unless we have some reason not to do so, for example if your account has insufficient funds (including funds available under any line of credit). You are responsible for any non-sufficient funds or overdraft charges the Bank may impose, as stated in the deposit agreements governing your accounts.

We also may refuse to honor payment requests that appear to be fraudulent, incomplete, erroneous, or if you do not follow the Bank’s instructions for CPB Bill Pay. In addition, we cannot execute a bill payment if the payee cannot or will not accept such payment (for example, some payees will not accept an electronic payment) and we reserve the right to refuse to pay certain payees (for example, alimony payments to ex-spouses).

As you schedule payments, you should take into account delays that arise in processing and mailing bill payments. In general, you may schedule bill payments for the current business day or any date in the future, and we will process your payment on the date you schedule. However, a bill payment may not actually be sent until two days after it is processed, so you should schedule payments to be processed at least two business days before it will be sent.

Payments will be processed twice a day Monday through Friday (excludes Saturdays, Sundays and holidays). Payments are processed at 2 a.m. CT and at 12 p.m. CT. If you schedule a payment to be processed before 2 a.m. CT for payment that day, it will be processed at 2 a.m.; subsequently, if you schedule a payment to be processed after that time, it is processed at 12 noon CT that same day. If you schedule a payment to be processed after 12 noon CT, it will be processed the next business day at 2 a.m. CT.

If a scheduled CPB Bill Pay bill payment falls on a weekend or holiday, the payment will be made on the Friday before the weekend, or on the last business day before the holiday.

For payments made by paper check (not electronically), you agree that paper checks are mailed and may not be received by the payee until 5 to 8 business days later. Also, many payees are slow to process a payment on the day that it is received. You authorize us (and an agent that we may select) to use any payment method (electronic or paper) we choose to process each of your payments. Payments made by check will be sent by the U.S. Postal Service from a location outside Missouri.

For payments made electronically, funds are debited from your account the same day that the payment is processed. If the electronic payment is scheduled before 2 a.m. CT for payment that day, it will be processed at 2 a.m.; subsequently, if the payment is scheduled after that time it will be processed at 12 noon CT the same day. Any payments scheduled after 12 noon CT, will be processed the next business day at 2 a.m. CT.

You are responsible to use online bill pay so that your bills are paid on time. If you incur late payments or finance charges because you did not schedule payments or transmit payment instructions in a timely manner then you must pay those fees. We are not responsible for any delay or adverse consequence from the choice of payment methods, from delays in the delivery of mail or from the improper handling or transmission of payments by someone other than us. We also are not responsible for the failure of a payee to accept, process or properly post a payment in a timely manner. We have no obligation to notify you if a payment is incomplete because there are insufficient funds in your account. In all cases, you must either make alternate arrangements for the payment or must reschedule the payment through CPB Bill Pay. The Bank has no duty to monitor payments made through CPB Bill Pay.

To cancel a bill payment that you have scheduled, you must cancel the payment online before the time it is scheduled to be processed. If the payment is being processed at 2 a.m. CT, then you must cancel it before that time. If it is scheduled for processing at 12:00 noon, you must cancel it before that time.

Confirmation Number A confirmation number will be assigned to each CPB Online Banking transaction and CPB Bill Pay payment, amended payment, deleted payment, or skipped payment at the time you submit your request. **Please record these confirmation numbers for future reference.** These will help us resolve any questions, and expedite any request you may have about your CPB Online Banking transactions. The Bank will continue to verify funds availability in your account for an electronic bill pay item until either your account has the funds available or you delete the payment from your scheduled online bill payments.

Periodic Statements You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case, you will get a statement quarterly. All CPB Online Banking deposit account transactions, including bill pay items effective during that statement period will be reflected on your statement. Fee Schedule for CPB Online Banking and CPB Bill Pay

CPB Online Banking service – No charge

If you have not activated your service after 30 days, you will be required to resubmit an enrollment form or application.

CPB Online Bill Pay through CPB Bill Pay – No Charge

In addition, fees and charges for other services may apply to online transactions (including but not limited to fees for processing insufficient funds items).

Our Liability for CPB Online Banking If we do not complete a transfer to or from your designated account on time using CPB Online Banking, or in the correct amount we may be liable for your losses or damages. There are some exceptions and we will NOT be liable for instance:

If, through no fault of ours, you do not have sufficient funds in you account or it goes over your credit limit on your overdraft protection.

If the money in your designated account is subject to legal process or other claim restricting the transfer.

If the electronic device (telephone, computer, modem, or other) or communication line, circuit, network or service used to connect and/or provide instructions to us was not working properly and you knew about the malfunction or breakdown when you stated the transfer request.

If circumstances beyond our control prevent the completion of the transaction despite reasonable precautions that we have taken to avoid these circumstances.

If we believe in good faith that a breach of security has occurred or is occurring involving your account(s) or your use of the online banking services and we take immediate steps to notify you.

If the CPB Online banking service causes an incorrect amount of the funds to be removed from your transaction account due to a malfunction, the service shall be responsible, but only for returning the improperly transferred funds to your transaction account and for directing the proper transfers.

If there are other circumstances which relieve us from responsibility, for example in other agreements between you and us with respect to your account(s).
If you did not receive a confirmation number for a transfer request when using this service.

You agree to abide by all rules on CPB Online Banking and CPB Bill Pay. In addition, our liability is limited to the actual loss or damage you prove if the error was bona fide and unintentional.

Liability for Unauthorized Transactions Tell us AT ONCE if you believe your online banking services client ID number or PIN has been lost or stolen. Also tell us if someone has transferred or may transfer money from your account without your permission or if you suspect any fraudulent activity on your account. Telephoning us is the best way to keep your possible losses down. To notify us about your lost client ID or PIN or about unauthorized transfers from your account, call (573)782-3881 between the hours of 7:30 a.m. to 3:00 p.m. Monday through Saturday; or write us at:

Online Banking Customer Service
Community Point Bank
P.O. Box 457
Russellville, MO 65074

Email: mail@ourcpb.com.

In case of stolen access to your account(s), you could lose all the money in your accounts. If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your client ID number or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your client ID number or PIN, and we can prove that we could have stopped someone from using your client ID number or PIN without your permission if you had told us, you could lose as much as \$500.00.

You should check your statement monthly. If it shows transfers that you did not make, tell us AT ONCE. If you do not tell us within thirty (30) days after you receive the first statement showing an unauthorized transfer, you may not get back any money lost after the thirty (30) 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.

Error Resolution Telephone us at (573)782-3881, or write to us at the address shown below as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement:

Community Point Bank
P.O. Box 457
Russellville, MO 65074

Email: mail@ourcpb.com.

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. When you write to us, please

Tell us your name and account number (if any).

Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

Tell us the dollar amount of the suspected error.

If you tell us in person or by phone, we may require that you write to us about it within ten (10) business days.

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. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will recredit 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 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 ten (10) business days, we are not required to recredit your account.

If we decide that there was no error, we will send you a written explanation of our findings within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If a notice of error involves an electronic funds transfer that was initiated in a foreign location, the applicable time periods for action are twenty (20) business days in place of ten (10) business days, and ninety (90) calendar days in place of forty-five (45) calendar days.

Confidentiality We will disclose information to third parties about your account or the transfers you make:

- To complete transfers;
- To verify the existence and condition of your account upon request of a third party, such as a credit bureau or merchant; or
- To comply with government agencies or court orders, or as permitted by law; or
- If you give us your written permission; or
- As otherwise provided in other agreements you have with us regarding your account(s).

Notices All notices from us will be effective when we mail or deliver them to your last known address in our records. Notices from you will be effective when received by us at the address specified in this Agreement. We may change the terms and conditions for this product, and if so, we will mail a notice to you at least thirty (30) days before the effective date of any change when required by law to do so. Use of the CPB Online Banking services are subject to existing regulations covering your designated accounts and any future changes to those regulations.

Enforcement In the event that we bring a legal action to enforce this Agreement or to collect amounts you owe as a result of any transaction, you agree to pay the reasonable attorneys' fees and costs that we may incur, subject to any limits under applicable law.

Our Right to Terminate We may terminate this Agreement without notice to you, which denies or limits your use of CPB Online Banking and/or CPB Bill Pay if we reasonably determine that the service(s) should be terminated. We can also terminate your access to CPB Online Banking or CPB Bill Pay if:

- You have insufficient funds in any one of your Bank accounts. Service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits;
- You or any authorized user of your CPB Online Banking client ID or PIN breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your CPB Online Banking client ID or PIN;
- We notify you or any other party to your designated account that we have cancelled or will cancel this Agreement.

Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before we terminate your services. If we terminate your access to these services, you cannot reopen them unless you contact us (see the address in the next paragraph).

Your Rights to Terminate You may terminate your use of the CPB Online Banking or CPB Bill Pay services at any time by calling (573)782-3881, or writing to us at Community Point Bank, P.O. Box 457, Russellville, MO 65074. You must notify us at least ten (10) business days before the date on which you wish to have this service terminated. We may require that you put your request in writing. If you scheduled bill payments to occur within the ten (10) day period and do not want them to clear your account, you also must separately cancel those payments. If we have not completed processing your termination request and you have not otherwise canceled a payment, you will be responsible for the payments you initiated before termination.

Other Provisions

Funds Availability:

There may be a delay between the time a deposit is made and when those funds are available for withdrawal or transfer. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse to complete any CPB Online Banking transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

Electronic Notice:

We may send notices to you by electronic mail (e-mail). You may use electronic mail (e-mail) to contact us about inquiries, maintenance and/or some problem resolution issues. Because e-mail may not be a secure method of communication, we recommend that you not send confidential personal or financial information by e-mail. There may be times when you need to speak with someone immediately (such as to report a lost or stolen PIN). In these cases, do not use e-mail. Instead call us at (573)782-3881.

New Services:

As we introduce improved or new online banking services from time to time, your use of these new services after these become available is your agreement to be bound by all terms and conditions applicable to them.

Ownership of Website:

The content, information and offers on our website are copyrighted by Community Point Bank, and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.

Governing Law:

This Agreement and our other agreements with you are governed by Missouri law. Your existing account relationships will continue to be governed by the laws as disclosed in those account agreements.

Scope of Agreement:

This is our complete agreement with you for our CPB Online Banking services. No other statement or information, including language in our website, is part of this Agreement.

Member FDIC/ Equal Housing Lender

www.ourcpb.com

CPB "Online Banking" Application

Please Print Legibly:

Date of Birth

Last Name First MI Social Security#/Federal Tax ID#

Current Address City State Zip Code

Home Phone Business Phone E-mail Address

List below all accounts that you are a signer on and would like to be able to have access to (excluding term loans and odd payment loans). We will not release any of your account information over the Internet, nor will any of our employees ask you for any account information over the Internet.

Account #(s) _____

Username 1: _____ or Username 2: _____

PLEASE READ BEFORE SIGNING:

I certify that the information provided is true and correct. I authorize Community Point Bank to verify any information included in this application and allow access to all the accounts I may be a signer on as listed above. The use of **ONLINE Banking AGREEMENT AND DISCLOSURES** statement and such other terms and conditions or amendments thereto as established by Community Point Bank and any changes will be communicated in writing to me.

By signing below customer agrees to the same terms stated above and acknowledges receipt of the **ONLINE Banking AGREEMENT AND DISCLOSURES** statement.

Customer Signature: _____ **Date:** _____

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FOR BANK USE: Employee Name: _____

Online Username: _____ Entered By: _____

PIN#: _____ Date: _____