

**BANK OF WASHINGTON
ONLINE BANKING ACCESS AGREEMENT and
ELECTRONIC FUNDS TRANSFER ACT DISCLOSURES**

Agreement – This agreement is a contract that establishes the rules that cover your electronic access to your accounts at Bank of Washington (Bank) through Online Banking. By using Online Banking, you accept all the terms and conditions of this agreement. Please read it carefully. You should retain a copy of this agreement for your records.

Our Business Days are:

Monday through Friday (excluding Federal Holidays)
All Online transfers processed after 4:00 p.m. will be posted on the next business day

The terms and conditions of the deposit agreements and disclosures for each of your accounts with Bank of Washington as well as your other agreements with Bank of Washington, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. If there is a conflict between the terms of your other agreements with Bank of Washington and this Agreement, the pre-existing agreements and disclosures will apply. When you use any of the Online Banking Services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Missouri. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. Any waiver (expressed or implied) by either party of any provision of this Agreement will not constitute a waiver of any or all of the other provisions of the agreement. You may not assign the Agreement. This Agreement is binding upon your heirs and Bank of Washington's successors and assigns. Certain obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Application, constitutes the entire agreement between you and Bank of Washington with respect to the subject matter of the agreement and there are no understandings or agreements relative to which are not fully expressed herein.

Definitions – As used in this Agreement, the words “we,” “our,” “us,” and “Bank” mean Bank of Washington. “Online Banking” means Bank of Washington Online Banking. “You,” “your,” “Customer” and “Company” refer to the accountholder authorized by Bank of Washington to use Online Banking under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through Online Banking. “Account” or “accounts” means your accounts at Bank of Washington. “Electronic funds transfers” means ATM withdrawals, preauthorized transactions, point of sale transactions and transfers to and from your Bank of Washington accounts using Online Banking including bill payments. “Online Banking Services” means the services provided pursuant to this Agreement, including the Bill Payment Service. “Business Day” means Monday through Friday, excluding Federal Holidays. “Business Online/Cash Management” refers to the Corporate Business Online/Cash Management Features available to business customers on Online Banking.

Access – To use Online Banking, you must have at least one account at Bank of Washington, access to Internet service, a web browser with at least 128-bit encryption, and an e-mail address. Online Banking can be used to access the Bank of Washington accounts for which you are an authorized signer or have been given authorization by your Company Administrator. You may request to add or delete any of your Bank accounts from Online Banking by requesting such changes in writing and signed by an authorized signer on each such account and forwarding them to the address listed above by mail. Access to your accounts through Online Banking will be based upon the User ID and Personal Identification Number (PIN). The initial User ID and PIN for a consumer account will be chosen at the time of enrollment by the customer. For Business Online Users, an authorized Company representative will designate a Company Administrator in writing, signed by an authorized Company representative, who will have authority to perform all functions on the Online Banking System, add additional users and establish their respective authority levels. Bank of Washington will not monitor transactions through Online Banking to determine that they are made on behalf of the accountholder or that the User has the authority to initiate the transaction. As a Business Online User, you agree that Bank of Washington will not be liable for unauthorized, fraudulent or criminal transactions made using Online Banking. Sensitive Access information should be stored in a safe and secure location.

Online Banking Services and Hours of Access – You can use Online Banking to check the balance of your Bank of Washington accounts, view account histories, transfer between your Bank of Washington accounts, make stop payment requests, download account activity, and pay bills from your Bank of Washington account in the amounts and on the dates you request if you have signed up for the Bill Payment Service through your online banking account. Business Customers are eligible to register for Business Online features which include ACH Origination and Wire Transfers.

Balance and activity information are available as of the close of business of the previous business day; transactions that have been processed for the current day may be listed on the site for informational purposes under current business day transactions. You can use Online Banking seven days a week, twenty-four hours a day, although some or all Online Banking Services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the Online Banking Web Site.

User IDs and Personal Identification Numbers (PINs) – Each customer requesting access to Online Banking will choose or be assigned a separate user ID and PIN. For Business Online users, Bank of Washington will establish one user ID on the system for the Company to be the “Company Administrator”. The Company Administrator has the responsibility and authority to add and control the security and access level of any additional Users the Company may desire to have access to the Online Banking. You agree that the Bank will not be held responsible for any losses arising from the security or account access granted to any User by the Company, or for any unauthorized, fraudulent, or criminal access to the account by any person. For security purposes, each User is required to change their PIN upon their initial login to Online Banking. You acknowledge and agree that the Bank, in granting your request, shall issue to you an initial PIN to facilitate your exclusive access to the Online Banking as requested herein, and said initial PIN shall be kept absolutely confidential by you to ensure secured access to your accounts. Further, you agree to change the initial PIN to a PIN of your sole selection and choosing upon your initial access to the Online Banking System. Customers are advised to avoid birth dates, account numbers and any other easily guessed information when selecting a new pin. You determine what PIN you will use and the identity of your PIN is not communicated to us. Neither Bank of Washington nor any of its representatives shall ever ask for your PIN. You agree that we are authorized to act on instruction received under your PIN. You accept responsibility for the confidentiality and security of your PIN and agree to change it in accordance with the Online Banking System requirements. Upon three unsuccessful attempts to use your PIN, your access to Online Banking will be revoked. To re-establish your authorization to use Online Banking you must contact us to have your PIN reset or use the Forgotten Password link. The Forgotten Password will send the current password to the e-mail address previously provided by the user. The user will be forced to change the password upon login. We recommend that

you create a PIN that is used expressly for Online Banking and not associated with any commonly known personal identification. The PIN should be memorized rather than written down.

Security – You understand the importance of your role in preventing misuse of your accounts through Online Banking and you agree to promptly examine your statements for each of your Bank of Washington accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, your personal identification information, User ID and PIN. For business customers using Business Online/Cash Management Features, you understand that the Company Administrator controls and the Company and Company Administrator are solely responsible for, the access and authorities granted on the system to additional Business Online Users. Your User ID and PIN are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Online Banking is encrypted in an effort to provide transmission security and the Online Banking System utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other. Bank of Washington Online Banking provides a multifactor authentication security system. In addition to your User ID and Password, our security will verify your computer and let you identify the bank using a private image and pass phrase. These factors are intended to provide security against unauthorized entry and access to your accounts. Notwithstanding our efforts to ensure that the Online Banking System 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 cannot and do not warrant that all data transfers utilizing Online Banking, or e-mail transmitted to and from us, will not be monitored or read by others.

Fees and Charges – Bank of Washington makes no direct charges for consumer customers' use of Online Banking. The Online Bill Payment service is an optional feature. There is no charge for Bill Pay for consumer Online Banking. Businesses requesting the Business Online features available through Online Banking will pay the applicable charges disclosed in the listing of Bank of Washington Charges. You agree that all such fees and charges will be deducted from your Bank of Washington checking account designated as the "Primary Checking Account". If you close your Primary Checking Account, you must contact us immediately to designate another checking account as your Primary Checking Account. You agree to pay additional reasonable charges for services you request that are not covered by this Agreement. You are responsible for telephone and Internet service fees you incur in connection with your use of Online Banking.

Account Balances and Posting Transfers – Account balances as of the close of the business day and account transaction posted on the most recent business day are normally available on Online Banking by 9:00 p.m. Monday – Friday. The cutoff for each business day is 4:00 p.m., Monday through Friday. Additionally, presentment and memo posted account transactions are normally available on the Online Banking System throughout each business day as they occur. Although Bank agrees to use its best efforts to provide account information at these times each business day, Bank does not guarantee that account information will be available according to schedule.

Transfers initiated through the Online Banking System before 4:00 p.m. on a business day are posted to your account the same day. Transfers completed after 4:00 p.m. on a business day, or anytime on a Saturday, Sunday or non-banking day will be posted on the next business day. The Online Banking System identifies transfers based upon the User ID and the user who made the electronic transfer. You agree to communicate with any other people who have authorized access to your accounts about any transfers or bill payments from your account in order to avoid overdrafts.

You may initiate alerts through online banking; however, the Bank of Washington requires a reasonable time to act on this request. Pending transactions may affect the timeliness of your alert.

Overdrafts (order of Payments, Transfers, and other Withdrawals) – If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

1. Electronic fund transfers involving currency disbursements, like ATM withdrawals, will have priority;
2. Electronic fund transfers initiated through Bank of Washington Online Banking that would result in an overdraft of your account may, at our discretion, be cancelled, including bill payments.
3. Overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account in the event the electronic fund transfer initiated through Online Banking result in an overdraft of your account, including bill payments. Customer shall pay overdrafts that occur from herein contemplated events, if any, upon demand.
4. Electronic funds transfer will have priority over checks or other debits to your accounts that are received by Bank of Washington on the same business day. If there are insufficient funds in the account to pay these checks, insufficient fund charges will be assessed in accordance with the terms of your account agreement.

Limits on Amounts and Frequency of Online Banking Transactions – The number of transfers from Bank of Washington accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If any uncollected funds hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

Bank of Washington Online Bill Payments – The Online Bill Payment service is an optional feature, and may be subject to Bank approval. To pay bills online, simply set up your Payees by choosing from the database of Payees that already exist or by entering the necessary information to schedule a payment. The payment will be charged to your account on the business date that it is processed.

Payments will only be processed once a day at our Bill Pay cut-off time of **2:00 p.m. EST** on any business day. By using your password, we can charge your designated account by electronic transfer, "no signature required draft" or by debiting and remitting funds on your behalf. You agree that your bill payments will be charged to the accounts requested by you. We reserve the right to refuse to pay any payee designated to you. If we do so, we will notify you promptly. If you do not use your online Bill Payment service for 90 days, it will be automatically discontinued.

Scheduled Online Banking Bill Payments – For single and recurring payments, you must allow at least five (5) business days, prior to the due date, for each bill payment to reach the Payee. (For mid west subscribers, allow 7 days and for west coast subscribers, allow 8 days.) Any bill payment can be changed or cancelled, provided you access the Bill Pay Service prior to the cut-off time on the business day prior to the business day the bill payment is going to be initiated.

Rejected Electronic Online Bill Payment – You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to the Bank of Washington. The Bank of Washington reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and the Bank of Washington has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree the Bank of Washington, at its option, may charge any of your accounts with the Bank of Washington to cover such payment obligations.

Mobile Banking- Mobile Banking requires a mobile device with a valid phone number, a WAP browser with communication to the Internet and the ability to receive SMS messages. The Mobile Banking Application, after the user successfully provides E-mail Address/Mobile Phone Number and Carrier, will send an enrollment SMS message to the phone number defined. The enrollment SMS message will include the Internet Banking User Name, a One Time Password (OTP) and a dynamic link containing the OTP to log into Mobile Internet Banking. If your mobile device cannot utilize a link for a SMS message directly you will need to navigate manually to the address located in the SMS message.

After your initial login to Mobile Internet Banking, the application will generate a new SMS message with unique OTP every time you login. This OTP will be required for your next login in Mobile Internet Banking. If you are unable to locate the last system generated SMS message containing the valid OTP for login, you may request a new SMS message with a new OTP from the Bank's homepage under the Mobile Banking link.

Stop-Payment Requests – Stopping the payment of a check is different from the cancellation of a bill payment. You may initiate stop-payment requests via Online Banking only for paper checks you have written on your Bank of Washington accounts. You may not stop payment on a bill payment initiated through Online Banking. Online stop-payment requests are retrieved and processed at the close of each business day. However, Bank of Washington requires a reasonable time to act upon such requests. **If you require immediate action regarding a stop-payment request, you must call us at (636) 239-7831.** To be effective, the stop-payment request must precisely identify the name of the payee, the check number, the amount, and date of the check. **If you make your stop-payment request online or by telephone, we also require you to put your request in writing and get it to us within 14 days after you initiate the request or the stop payment will be cancelled.** You will incur stop-payment charges to the applicable account as disclosed in the current fee schedule.

If you have made arrangements with any person or company to regularly withdraw payments from your account electronically, you can stop any of the payments by contacting Bank of Washington at the address or phone number listed above. We must receive your request at least three (3) business days before the payment is scheduled to be made. If these regular payments may vary in amount the person or company you are paying must tell you ten (10) days before each payment when it will be made and how much it will be, unless you have agreed with the payee that you will receive notice only if the amount varies within a specific range. If you order us to stop one of these preauthorized electronic payments three (3) business days or more before it is scheduled, and we fail to do so, we will be liable for your losses or damages. If you call, we will require you to put your request in writing and provide it to us within fourteen (14) days after your call. If we do not receive your request in writing within fourteen (14) days, the request will be cancelled. In some cases an affidavit of cancellation will be required.

Disclosure of Account Information and Transfers – Information held by one Bank of Washington entity is available to other Bank of Washington affiliates for authorized purposes. Information about your accounts or the transfers you make may also be automatically disclosed to other parties. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account in connection with approving your access to Online Banking. You agree and hereby authorize all of these transfers of information.

Right to Documentation – You will not receive a separate Online Banking statement. Transfers to and from your accounts using Online Banking will appear in the respective periodic statements for your Bank of Washington accounts. You will receive a monthly account statement from Bank of Washington for your checking and money market deposit accounts. You will get a monthly transcript account statement for your Bank of Washington savings account if there are electronic transfers, otherwise statements are provided at least quarterly. You can obtain a printout of transactions by contacting us at the phone number and address listed above. A fee may apply.

Change in Terms – We may change any term of this Agreement at any time. If the change would result in increased fees for any Online Banking service, increased liability for you, fewer types of electronic fund transfers, or stricter limitation of the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of such change, unless immediate change is necessary to maintain the security of an account or our electronic transfer system. We will post any required notice of the change in terms on the Bank of Washington Online Banking Web Sites or forward it to you by e-mail or by postal mail. Your continued use of any or all of the Online Banking services indicates your acceptance of change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the individual deposit agreements and disclosures.

In Case of Errors or Questions About Your Electronic Transfer – In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or 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.
3. 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 (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involves a new account, a point-of-sale transaction, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide 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.

Our Liability for Failure to Make a Transfer – If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable for instance:

1. If, through no fault of ours, you do not have enough money in your account to make a transfer.
2. If a legal order directs us to prohibit withdrawals from the account.
3. If your account is closed, or it has been frozen.

4. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
5. If you, or anyone authorized by you commits any fraud or violates any law or regulation.
6. If any terminal, telecommunication device, or any part of Online Banking System was not working properly and you knew about the breakdown when you started the transfer.
7. If you have not properly followed the on-screen instructions for using Online Banking.
8. If circumstances beyond our control (such as fire, flood, hardware failure, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

Under no circumstances are we liable for any direct, indirect, special, incidental, consequential or exemplary damages, including lost profits and attorney's fees, even if informed of their possibility, arising in any way out of the use of Online Banking Service. The limitations of liability shall not be construed as an attempt to waive or limit any remedy that is identified as not being subject to waiver by agreement in any Missouri or Federal consumer protection law or regulation.

Your Liability for Unauthorized Transfers – Unauthorized Use of Online Banking Service – Consumer – If you are an individual and your account was established for personal, family or household purposes you can lose no more than \$50.00 if someone used Online Banking and your user ID or PIN without your permission, provided you tell us within two (2) business days. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your User ID or PIN, and we can prove we could have stopped someone from Using Your User ID or PIN without your permission if you had told us, you could lose as much as \$500.00.

If your statement shows a transfer that you did not make, tell us at once. If you do not tell us within 60 days after the statement was delivered 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 hospital stay, kept you from telling us, we will extend the time period.

If you believe that your User ID or Pin has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, contact us IMMEDIATELY at the contact information listed above.

Your Liability for Unauthorized Transfers – Unauthorized Use of Online Banking Service – Commercial – If you are not an individual or if your account is for other than personal, family or household purposes, you are liable for any and all unauthorized Use of Online Banking in connection with your accounts.

Third Parties – You acknowledge that we may subcontract a portion of the Online Banking Services to be provided under this Agreement. Subject to any applicable consumer protection law, you agree that we do not control any third party supplying services in connection with Online Banking, and you will hold us harmless for any failures, acts or omissions of any third party. Features and services are subject to change without notice.

Internet Connection – You understand and agree that the use of or connection to the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to your computer systems, networks, and any and all information stored therein. We shall not be responsible for any adverse consequences whatsoever of your connection to or use of the Internet, and shall not be responsible for any use by you of an Internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

Virus Protection – We are not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and media using a reliable anti-virus product to detect and remove viruses found. An undetected virus may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

Disclaimer of Warranty and Limitation of Liability – We make no warranty of any kind, expressed or implied, including any implied warranty or merchantability or fitness for a particular purpose, in connection with the Online Banking Service provided to you under this Agreement. We do not and cannot warrant that the Online Banking System will operate without errors, or that any Online Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or other wise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to the Online Banking System, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Bank of Washington and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking.

Your Right to Terminate – You may cancel your Online Banking service at any time by providing us with a signed written notice by postal mail or fax. Your access to Online Banking will be suspended within 5 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

Our Right to Terminate – You agree that we can terminate or limit your access to Online Banking services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your Bank of Washington accounts. Online Banking service may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers and debits.
2. Upon 5 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
3. Upon reasonable notice, for any other reason at our sole discretion.

Communication between Bank of Washington and You – Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

E-mail: You can contact us by e-mail at online@bankofwashington.com. (Please note that banking transactions through Online Banking are not made via email).

Telephone: You can contact us by telephone at (636) 239-7831.

Postal Mail: You can write to us at: Bank of Washington, Electronic Banking Group, at P. O. Box 377, 200 W Main St., Washington, MO 63090-0377.

In Person: You may visit in person at any one of our full service locations.

Consent to Electronic Delivery of Notices – You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank of Washington and/or Online Banking Web-site or e-mail. You agree to notify us immediately of any change in your e-mail address.