

# Midwest Regional Bank

## Online Banking End User License Agreement

(Revised November 2012)

Welcome Home to Midwest Regional Bank's online banking system. Ecom® and Ecorp® are the names for certain online services offered by Midwest Regional Bank. Ecom® is our consumer online banking service while Ecorp® is our commercial banking online banking service with access to various products offered by Midwest Regional Bank. The services are described in this Agreement. You should read this Agreement carefully and keep it with your bank account records. There are certain disclosures for electronic funds transfers and bill payments in this Agreement not found in your Deposit Account Agreement. By subscribing to, or using, this Service you agree that you have complied with the online instructions in accessing the Service and that you will be bound by its terms.

This agreement is broken down into three sections: 1) Online Services which applies to all customers; 2) Bill payment services which applies to all bill payment customers and distinguishes between consumer and business bill payments and 3) Business/Nonprofit/Governmental services which details additional restrictions/information for those customers having those types of accounts.

Definitions and terms you should be familiar with in this Agreement:

- "Due Date" means the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.
- "Financial Software" means the software provided to allow you to access and use the Service.
- "Personal Financial Software" refers to software which you purchase to perform accounting, bookkeeping or personal/business financial recordkeeping in conjunction with your online banking transactions.
- "Future Dated Transfer" means a funds transfer that will be initiated on a future day depending on your selection of the Transmit Date.
- "Future Payment" means a payment, other than a Recurring Payment, that will be initiated on a future business day depending on your selection of the Transmit Date.
- "Password" means a personal code selected by you that will be used to obtain access to the Service. The term includes any additional numbers and words required by the Financial Software or equipment used, or otherwise established by you.
- "Payee" means any person or entity to which you direct a payment through the bill payment Service.
- "PC" means a personal computer (including, without limitation, any personal data assistant or other wireless computing or access device) that meets the requirements for use of the Service.
- "Recurring Payment" means a regular payment that is automatically made during recurring intervals permitted by the Service based on a recurring Transmit Date.
- "Same Day Payment" means a payment that will be initiated on the same day that you enter the payment information through the Service.
- "Service" means the individual and collective online banking services available in connection with the Financial Software and described herein.
- "Service Account" means (i) the primary checking account (or checking accounts) designated by you that will be debited for payments to Payees initiated through the Service (any such checking account being referred to herein as a "Primary Service Account"), (ii) all other eligible deposit accounts that are linked to your Primary Service Account, (iii) lines of credit from which funds may be transferred to a Service Account, (iv) investment accounts, such as IRAs which may be funded from a Service Account, and (v) any other account or financial product accessed using the Service. All of these accounts are subject to this Agreement. An account that requires two signatures to make withdrawals may not be designated as a Service Account.
- "Transmit Date" means, (i) with respect to bill payments, the date on which the payment is to be initiated for remittance to the Payee, (ii) with respect to fund transfers, the date on which the transfer is to be initiated to us for processing.
- "User's Guide" means any instructional materials (as amended from time to time) provided with the Service.
- "We," "us" and "our" means Midwest Regional Bank with which you have established one or more Service Accounts, and any agent, independent contractor, designee, or assignees that we may, in our sole discretion, involve in the provision of the Service.
- "You," "your" and "yours" means (i) each and every person who now or hereafter is an account holder with respect to the Service Account or has an interest therein; and (ii) each and every person who now or hereafter subscribes to the Service or uses the Service.
- "Authorized Representative" refers to a person who has authority of any kind with respect to an account or transaction.
- "Multifactor Authentication" refers to multiple levels of security for users to access the online banking service including any combination of individual user ids and passwords, tokens or images/pass phrases.
- "Business Day" means Monday through Friday, excluding Saturday, Sunday and designated federal banking holidays.
- "Handheld Device" includes a cellular phone or personal digital assistant satisfying hardware and software requirements as specified by us from time to time.
- "Mobile Banking Service" means each of the products and services you access through the Service using a Handheld Device. These products and services may include (but aren't limited to) browser and text message banking. Not all accounts are accessible through Mobile Banking.
- "Website" means the Midwest Regional Bank website and other pages accessible through legacyar.com or through any associated Midwest Regional Bank website.
- "Alerts" means text messages and/or emails sent from us to you regarding current information on your account based on a service in which you have enrolled.

Other definitions may appear within the remaining text of this Agreement.

## Online Banking Service

There are certain disclosures for electronic funds transfers and bill payments in this Agreement not found in your Deposit Account Agreement. By subscribing to, or using, this Service you agree that you have complied with the online instructions in accessing the Service and that you will be bound by its terms.

1. **Agreement.** In addition to this agreement, you may have a separate agreement for each of your accounts with us. Each account is still subject to those same agreements. If there is any conflict between this agreement and the deposit account agreement regarding the account, then the deposit account agreement takes precedence. Conversely, if there is a conflict between this agreement and the deposit account agreement regarding online banking, then this agreement takes precedence.
2. **Users.** If an account is owned by more than one person, or has more than one Authorized Representative, each person individually has the right to provide us with instructions, make any decision, obtain any information or make any request associated with the account and related online banking (subject to the extent of the terms and conditions of the account). We may rely and act on those instructions of any such person without having liability to you. All transactions that an Authorized Representative performs on an account, including those which you may not be aware of or intend(ed) are considered transactions authorized by you. You are responsible for those transactions and will not hold Midwest Regional Bank liable for them. If you make someone an authorized signer on an account and they enroll in the online banking service, we may consider them an Authorized Representative in our own discretion. If you notify us that an Authorized Representative is no longer authorized, you must give us an appropriate length of time to act on the notice. Only after that time will any transactions be considered unauthorized. Business owners may delegate authority to access the system to other employees in their business and may do so, in accordance with the requirements and procedures we provide to you from time to time. We may discontinue offering this option at any time without prior notice.

3. **Service Transactions.** You may use the Service to perform the following transactions with your PC:

- make payments to a Payee from your Service Accounts;
- review past or scheduled payments from your Service Accounts;
- order transfers of funds among eligible Service Accounts;
- order transfers of funds from Service Accounts to certain loan accounts accessible through Ecom or Ecorp;
- perform balance inquiries with respect to each Service Account accessible through Ecom or Ecorp;
- view account activity within each Service Account;
- place stop payments on outstanding checks;
- order checks through the bank's approved provider;
- access your monthly account statement(s);
- request advances from eligible loan accounts accessible through Ecom or Ecorp to your Primary Service Account;
- initiate direct deposits and direct payments (Ecorp only);
- initiate and review positive pay transactions (Ecorp only);
- initiate wire transfer requests (Ecorp only) and
- any additional services that may be added to enhance the service.

4. **Limitations.** Your use of the Service is subject to the following limitations:

- **Dollar Amount.** There may be limits on the amount of transactions you can make using the Service. These limits are for security reasons and may change from time to time.
- **Frequency.** There may be limits on the number of transactions you can make using the Service. These limits are for security reasons and may change from time to time.
- **Wireless Device.** Because of technical limitations, you may not be able to perform certain Service transactions (including, but not limited to, bill payments) with a wireless computing or access device (for example personal data assistants, cell phones, etc.)
- **Foreign Payments.** Payments to Payees outside the United States or its territories are prohibited through the Service.
- **Other.** Your use of the Service is subject to the following additional limitations:

(a) you acknowledge and agree that any payment of alimony, child-support, taxes, or other court-directed or governmental payments, fines, or penalties or any payment to settle securities transaction through the Service is prohibited, and you agree not to make or attempt to make any such payments. We may process or refuse to process any such payments in our sole and absolute discretion, and, in any event, to the fullest extent permitted by law, you assume all risk relating to the proper scheduling, initiation, processing, transmission, receipt, and application of such payments, and you release us from any and all claims, liabilities, and/or damages resulting from your making or attempting to make any such payments through the Service, whether such claims, liabilities and/or damages arise (or would arise) under this Agreement or otherwise.

(b) You may not make a payment in any currency other than U.S. dollars.

(c) You are not permitted under applicable law to make more than six preauthorized transfers from a savings or money market account each statement period. No more than three of the transfers may be made by draft, check, debit card, or similar order to a third party (to the extent permitted by these

accounts). **Reminder- Each bill pay transmitted from a money market account or other limited transaction account will be counted towards the account's transaction limitation during the statement period.**

(d) Funds transferred from Service Accounts to loan accounts accessible through Ecom or Ecorp will be applied to such loan accounts according to the terms of the agreements establishing such loan accounts.

There may be additional limitations elsewhere in this Agreement. Your ability to initiate transactions also may be limited by the terms of your deposit, loan, or other agreements with us or applicable law. You agree to abide by and be bound by all applicable limitations.

**5. Password.** You will be asked to choose an alpha-numeric password which you will use to obtain access to Ecom or Ecorp. You should not use your debit card personal identification number ("PIN") as your password. You authorize us to follow any instructions entered through the Service using your password.

Because your password can be used to obtain information and access money in your Accounts, you should treat your password with the same degree of care and secrecy that you use to protect your PIN or other sensitive personal financial data. You agree not to give your password, or make it available, to any person not authorized to access your Accounts. Your password can be changed within the Service and must have the minimum number of characters we may specify from time to time and must include at least one letter and one number. You may also use special characters (i.e. @, \$, %). The password you choose is case sensitive.

Each user will also choose a pass phrase and image for themselves as part of our multifactor authentication process in order to access the system. Business users conducting certain transactions as defined by the Bank will be required to also utilize a token for added security of their profile.

**6. Accessing the System.** For Internet Banking, you must have Internet Access with 128 bit encryption and your browser must be configured to accept "cookies" and JavaScript enabled.

**7. Virus Protection.** We are not responsible for any computer virus, problems or malfunctions resulting from a computer virus, or related problems that may be associated with the use of an online system. We recommend that you routinely update your virus software, apply all security patches for your operating system and install a firewall on your PC. We are not responsible for any errors or failures resulting from defects or malfunctions of the Financial Software. **WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU REGARDING YOUR PC OR RELATED EQUIPMENT, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**8. Equipment.** We are not responsible for any loss, damage or injury resulting from (i) an interruption in your electrical power or telephone service; (ii) the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality; or (iii) any defect or malfunction of your PC, modem or telephone line. We are not responsible for any services relating to your PC other than those specified in this Agreement.

**9. Our Liability for failure to Complete Transactions.** We will process and complete all transfers (to and from eligible accounts) properly initiated through the Service in accordance with the online instructions provided within Ecom or Ecorp and the terms of this Agreement. If we do not complete a transfer to or from your account on time or in the correct amount in accordance with online instructions provided with Ecom or Ecorp and under the terms of this Agreement, our liability for your losses and damages will be limited to those directly and proximately caused by our failure, not to include indirect, consequential, special or exemplary damages. Further, we will not be liable if:

- a. Through no fault of ours, you do not have enough money in your account to make the transfer or payment.
- b. The Service or your PC or modem is not working properly and you knew about the malfunction when you started the transfer or payment.
- c. A Payee mishandles or delays handling payments sent by us.
- d. You have not provided us with the correct Payee name, address, account information or payment amount.
- e. Circumstances beyond our control (such as fire, flood, or delay in the U.S. Mail) prevent the proper completion of the transaction despite reasonable precautions by us to avoid these circumstances.

**10. Statements.** All of your payments and funds transfers made through the Service will appear on your monthly account statement(s). The Payee name, payment amount, and Transaction Date will be reflected for each payment made through the Service. You agree that we may make your statement available to you online instead of by mail. We will, however, mail you a written statement if requested within the time permitted by law after your statement closing date. To request a written statement, you may call 636-937-5351.

**11. Fees.** Your fees are listed in our current fee schedule, may be modified from time to time, and available from any Midwest Regional Bank Customer Service Representative or the Operations Department. We will notify you of any changes.

**12. Business Days/Hours of Operation.** Our business days are Monday through Friday, except bank holidays. Although bill payments can be initiated only on business days, the Service is available 24 hours a day, seven days a week, except during maintenance periods, for the scheduling, modification, or review of payment orders and for funds transfers and balance inquiries.

**13. Online Statements.**

**A. Description of Online Statements.** We offer online statements for deposit accounts, allowing you to replace your mailed (paper) statement with an electronic version that you can view on the website, save to your computer or print at your convenience. Any legal notices or disclosures that normally accompany your mailed statement or that we would otherwise deliver to you by mail concerning your account may be

delivered electronically. We may, at our option, offer you additional options and preferences for the delivery of various types of communications related to your accounts or online services. The following is a brief description of the various features of and requirements for using online statements. From time to time, we may add to, modify, or delete any feature of online statements at our sole discretion.

**B. Registration for Online Statements.** You must be enrolled in this Service to view online statements. Once you have logged into your online banking accounts, you may select the deposit account, then 'online statements tab, and then select the document type. You may also call the Electronic Banking Department at 636-937-5351 and ask to have your accounts converted to eStatements.

**C. Eligible Accounts for Online Statements.** All consumer and business checking, savings and money market accounts that have recurring periodic statements are eligible for online statements.

**D. Enrollment for Online Statement Delivery.** To access online statements for your deposit account you must enroll each account in the online statements service. For accounts with multiple owners, only one account owner needs to enroll the account in online statements. If you enroll for online statements, we'll send you an email every statement cycle to let you know that your current statement is ready for you to view online. When you enroll in online statements, we will no longer mail paper statements to you for that account.

**E. Accessing Your Online Statements.** Your online statement and legal notices and disclosures will be presented to you on the website. You will need to ensure that your computer hardware and software meet the requirements provided on the website in order to view, print, and/or save your online statement and legal notices. Depending on the time you enroll in the Service, you may have only up to 18 months of statements available online.

**F. Email Address Maintenance.** It is your responsibility to notify us if you change your email address. Unless otherwise prohibited by law, rule, or regulation, if our email to you is returned as 'Undeliverable', we may discontinue sending email messages. You may change your email address by going on the websites 'Options' tab and choosing 'Change email address', making your correction and updating the information.

**G. Changing the Statement Delivery Method.** Unless it is a requirement of your account type, you may change the way we send your account statements at any time at no charge by contacting the Electronic Banking Department at 636-937-5351. When you change your statement delivery option the change will take effect in your next statement cycle. You may view online images of the checks posted to your account. You may request that a photocopy of a cancelled check be mailed to you. Additional fees may apply (at our current rate). We always reserve the right to communicate with you in writing using U.S. Postal Service, no matter what other options you may have chosen.

**H. Consent to Electronic Communications.** As part of your enrollment in this Service, you agree that any and all disclosures and communications from us regarding your account(s), Billpay, or this agreement may be made to you electronically in accordance with the notice provisions of this agreement.

**I. Termination of Service.** Either you or we may terminate delivery of online statements without notice.

#### 14. Notice of Your Rights and Liabilities.

(a) **Consumer Accounts.** This subsection applies only to accounts that are established primarily for personal, family or household purposes. Tell us AT ONCE if you believe that your password has been lost, stolen or compromised. Otherwise, you could lose all the money in your accounts accessed by the password. **Telephoning is the best and fastest way of keeping your possible losses down.**

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account, that someone has viewed, downloaded or deleted electronic records from account(s) without your permission, or if you suspect any fraudulent activity on your account, please immediately call:

Online Banking Customer Service – 636-937-5351  
or write to:  
Electronic Banking  
Operations Department  
Midwest Regional Bank  
363 Festus Centre Drive  
Festus, MO 63028

If you tell us within two (2) business days after you discover that your password has been lost or stolen, you can lose no more than \$50.00 if someone used your password without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed 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) prevented you from telling us, we will extend the time periods.

(b) **Business/Nonprofit/Governmental Accounts.** You agree to tell us of any unauthorized transactions, or the loss or compromise of your password, within two (2) business days of discovery. You may call your account officer or use the numbers listed in subsection (a) above. If you do not notify us in two business days, we will not be responsible for unauthorized transactions that we could have prevented had you provided timely notice. In no event may you assert an unauthorized transfer claim against us more than 14 days after the record of such transfer became available online for access through your PC, whether or not such information was accessed.

**15. Errors and Questions.** In case of errors or questions about your electronic transfers or payments, you should telephone the Operations Department at 636-937-5351.

We must hear from you no later than sixty (60) days after you received your first statement or notification on your PC in which a problem or error appeared.

- a. Tell us your name and account number.
- b. 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.
- c. Tell us the dollar amount of the suspected error.

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 provisionally re-credit your account within ten (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 do not receive it within ten (10) business days, we may not re-credit your account.

If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of documents that we used in our investigation.

**16. Disclosure of Account Information to Third Parties.** We will disclose information to third parties about your Accounts or the transactions you make:

- a. Where it is necessary for completing a transaction; or
- b. In order to verify the existence and condition of your Accounts to a third party, such as a credit bureau or merchant; or
- c. In order to comply with a governmental agency or court orders; or
- d. If you give us your written permission; or
- e. To our affiliates or for purposes of offering or providing you other products or services

Midwest Regional Bank's Privacy policy details a consumer's rights to privacy and can be found on our home page or by requesting it from any Customer Service Representative.

**17. Authorization to Obtain Information.** You agree that we may obtain information regarding your Payee Accounts in order to facilitate proper handling and crediting of your payments.

**18. Termination.** You may terminate your use of the Service at any time by calling the Operations Department at 636-937-5351 or write to: Midwest Regional Bank, Electronic Banking, 363 Festus Centre Drive, Festus, MO 63028. You must notify us at least ten (10) days prior to the date on which you wish to have your Service terminated. We may require that you put your request in writing. If you have scheduled payments with a Transaction Date within this ten day period, you must also 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 payments with Transaction Dates during the ten (10) days following our receipt of your written notice of termination. Your notice of termination will be confirmed by mail. We may terminate your use of the Service, in whole or in part, at any time without prior notice. Your access to the Service will be terminated automatically if your Accounts are closed, access to your Accounts are restricted, for any reason or if you do not use your online banking Service for a period of 6 months. If you would like to transfer the Service to a different account with us, you must provide five (5) business days advance written notice. Termination will not affect your liability or obligations under this Agreement for transactions we have processed on your behalf.

**19. Disclaimer of Warranties and Limitation of Liability.** As allowed to the fullest extent by law, we make no implied or express warranties of merchantability or fitness for a particular purpose. We do not warrant that the service will be uninterrupted, error free, that our website that makes the service is free of viruses or other harmful components or that defects will be corrected.

Except as otherwise provided in this Agreement, we are not responsible for any loss, injury or damage, whether direct, indirect, special or consequential, caused by the Service or the use thereof.

We do not make any representation that any content or use of the service is appropriate for use outside of the United States of America.

We will not be obligated to honor any transaction which:

- 1) Is not in accordance with any term or condition of this agreement or applicable to your deposit agreement;
- 2) We have reason to believe may not be authorized by you or any other person whose authorization we believe is necessary or involves funds or other property subject to a hold, dispute, or legal process (garnishment, levy...) we believe prevents the transaction;
- 3) Would violate (i) any applicable provision of a risk control program of the Federal Reserve Banks or the Office of the Comptroller or (ii) any applicable rule or regulation of any federal or state regulatory authority;
- 4) Is not in accordance with any of our policies, procedures or practices; or
- 5) We have other reasonable cause not to honor; for our or your protection.

In no event shall we be liable for any failure due to Acts of God or circumstances beyond our control.

**20. Hardware and Software.** The software programs providing the services are provided "as is." Hardware and software requirements are monitor resolution of 1024x768 (or greater), Internet Access Operating System, Microsoft Windows Vista OR Microsoft Windows XP OR Microsoft Windows 7 OR Mac OS 10.5 or higher, Browser1, Microsoft Internet Explorer 8.0 or higher, Firefox 3.5 or higher, Safari 4.0 or higher, Opera 10.0 or higher, OR Google Chrome 8.0 or higher, and PDF Documents in Adobe Acrobat Reader version 5.0 or higher.

We disclaim all warranties whatsoever concerning the software, specifically including without limitation any warranty of fitness for a PARTICULAR use or warranty of merchantability. The software contains trade secrets in its human perceivable form and, to protect them, you may not modify, translate, reverse engineer, decompile, disassemble or otherwise reduce the software to human perceivable form. You may not create derivative works based on the software or remove any proprietary notices, labels or marks on the software or accompanying documentation. Personal financial management software such as Microsoft Money®, Quicken®, Quickbooks® and other types of software may be used in conjunction with our online banking software. You must obtain a valid agreement and license for this software with the provider and we will not be liable for any limitations, restrictions your provider sets on this software. We do not allow Direct Connect via these types of software packages; you may only connect to our online banking program and upload the data to your personal financial software program. You are responsible for any fees your software provider may assess for this type of software.

**21. Stop payment.** This function enables you to place check stop payment orders online if you know the exact check number and check amount for the check on which you wish to stop payment. Please confirm the accuracy of your check description carefully before you submit your order. The Bank will not be bound by an order which fails to describe the check number and check amount *exactly*. (To stop payment on a range of blank checks, enter the lowest and highest check number in the range and leave the dollar amount blank.) The Bank will have one banking day in which to make a stop payment order effective. You can place your stop payment order for a period of 6 months. A stop payment order will not be binding on the Bank after the expiration of such period unless you renew the stop payment order. Stop payment orders placed through the Service are subject to our customary stop payment fee which has been separately disclosed to you.

Should you need to place a stop payment on a preauthorized EFT, you must contact Midwest Regional Bank - Electronic Banking Department at 636-937-5351 at least 3 business days prior to the scheduled transfer date. We require your name and account number along with the transfer and the exact (i) name of the payee, (ii) exact payment amount, (iii) scheduled transfer date. Failure to provide correct and complete information may not make it possible for us to stop payment on the preauthorized EFT. You agree to indemnify and hold us harmless from and against any loss incurred by and as a result of our paying an EFT because any of the information relied upon in the stop payment order is incorrect and/or incomplete.

**22. Additional Responsibilities.** You are responsible for keeping your username and password confidential and for ensuring that you have signed off from the service when your session is complete to prevent unauthorized persons from using the service. You also agree to provide true, accurate, current and complete information about yourself as requested and you agree not to misrepresent yourself.

You will: not use the service for any illegal purposes; comply with all regulations, policies and procedures of networks through which you access and use the service; not use the service for any activity or use that may disrupt the service and not access or attempt to access any account for which you have no authorization or duplicate, display, or distribute any data or files from such account(s).

**23. Alerts.** This option allows you to request and receive text messages about your account(s). You may receive alerts through cellular phones or pagers. Each alert will be effective after set up of the alert parameters and delivery points using this service.

You understand and agree that each alert may not be encrypted and may include certain information regarding your account. Receipt of alerts may be delayed or prevented depending on factors such as internet service providers, telephone providers, transmission capabilities... We cannot guarantee the delivery or the accuracy of the contents of any alert. We will not be liable for the delayed or non-delivery of any alert.

**24. Entire Agreement.** This Agreement is the complete and exclusive agreement between you and us related to the Service and supplements the Deposit Account Agreement (currently found on the back of your signature card) related to your Accounts. In the event of a conflict between this Agreement and any other agreement or disclosure related to your Accounts or any statement by our Employees or agents, this Agreement shall control.

**25. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Missouri, without regard to any state's conflicts of laws provisions.

**26. Amendments.** We may amend or change any of the terms and conditions of this Agreement under the same terms and conditions as we may make changes to the Depositor Agreement governing your accounts. This may include adding new or different terms to, or removing terms from, this agreement. When changes are made, it will be available on the bank's website and you will be notified of the changes. By continuing to use the service after we send you notice of any change, you agree to the change.

**27. Severability.** The same severability provisions, which are set forth in the bank's Deposit Account Agreement, shall also apply to this Agreement.

28. **Statements of Representatives.** If there is a conflict between what one of our representatives says and the terms of this Agreement, the terms of this Agreement will prevail.

29. **Arbitration and Waiver of Jury Trial.** All irresolvable disputes or claims pertaining to the Service, a Service Account or the relationships that arise there from, whether based in contract, tort or otherwise, shall be resolved by binding arbitration under the expedited procedures of the Commercial Financial Disputes arbitration Rules of the American arbitration Association (AAA) and the Federal arbitration Act in Title 9 of the US Code. Arbitration hearings will be held in Cooper County, Missouri or where mutually agreed. A single arbitrator will be appointed by the AAA and will be an attorney or a retired judge with experience and knowledge in banking transactions. Any issue concerning whether or the extent to which a dispute or claim is subject to arbitration, including but not limited to issues relating to the validity or enforceability of these arbitration provisions, shall be determined by the arbitrator. All statutes of limitations or other defenses relating to the timeliness of the assertion of a dispute or claim that otherwise would be applicable to an action brought in a court of law shall be applicable in any such arbitration, and the commencement of an arbitration under this Agreement shall be deemed the commencement of an action for such purposes. No provision of this paragraph shall restrict the ability of any person to exercise all rights and remedies available under applicable law or this Agreement; provided, however, that the exercise of those rights or remedies is subject to the right of any other person to demand arbitration as provided herein. The commencement of legal action by a person entitled to demand arbitration does not waive the right of that person to demand arbitration with respect to any counterclaim or other claim. No person entitled to demand arbitration hereunder shall be permitted to assert a dispute or claim that is on behalf of any other person. Similarly, an arbitration proceeding under this Agreement may not be consolidated with other arbitrations proceedings. Judgment upon the award rendered in arbitration shall be final and may be entered in any court, state or federal, having jurisdiction. IF A DISPUTE OR CLAIM IS NOT SUBJECT TO ARBITRATION FOR ANY REASON, THEN THE DISPUTE OR CLAIM SHALL BE DECIDED IN A COURT OF COMPETENT JURISDICTION WITHOUT A JURY. YOU AND WE IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY.

### 30. Additional Provisions.

**A. Timing of Completion of Funds Transfers.** Funds transfers to other accounts within Midwest Regional Bank will be posted on the following time schedule:

eCom Transfers up to 6:00 pm  
eCorp Transfers up to 2:00 pm

Transfers after that time will be posted on the next business day.

**B. System Maintenance and Online Account Access.** At certain times, online access to one or more of your accounts may not be available due to system maintenance or circumstances beyond our control. During these times, you may call Midwest Regional Bank at 636-937-5351 for information regarding your accounts.

**C. Linking and Displaying Accounts.** When you enroll for the Service, all accounts on which you are an account owner will be linked and displayed (eCorp customers will be set up with the accounts they need access to on a case by case basis). Accounts that are linked together will appear on the website's Account Summary page without regard to who else may have an ownership interest in each account.

## Bill Payment Service

31. **General.** We may use nonaffiliated third party processors to process billpay payments on our behalf. These processors are required to meet the same strict standards of privacy and security as Midwest Regional Bank. Bill payments are typically processed by Electronic Fund Transfers (EFT) when possible, but may be processed by check. Please see the Electronic Fund Transfers Disclosure Statement received when you opened your account, which discloses important information concerning your rights and obligations. Paper checks (if created) may show as drawn on the third party processor rather than Midwest Regional Bank.

We may, at our option, pay or refuse to pay bill payments if they would create an overdraft on your account(s), whether we have previously established a pattern of honoring or dishonoring overdrafts in the past. A fee will be assessed whether the item is paid or returned. Please see our current fee schedule for these charges.

32. **How to set up payees/payments.** Complete a bill paying enrollment form. If you want to add a new payee, use "SET UP ACCOUNTS/PAYEE" on the internet or speak to a Midwest Regional Bank customer service representative. You may add a new fixed payment to a Payee, only if the Payee is on your authorized list of payees, and by accessing the Service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the Service. The Financial Institution reserves the right to refuse the designation of a Payee for any reason.

Each Payee accepted by the Financial Institution will be assigned a payee code. You may pay almost any payee you wish. There are several restrictions:

- 1) The merchant must be located in the United States;
- 2) Payments may not be remitted to tax authorities or government and collection agencies;
- 3) Payments may not be remitted to security companies such as Ameritrade for stock purchases or trade taxing authorities; and
- 4) Court directed payments are unauthorized (Alimony, child support, or other legal debts).

Don't forget you can use this system to send payments to your son/daughter in college, pay your local orthodontist, credit cards, charitable donations, etc. A merchant is defined as anybody (company or individual) to whom you want to send money.

Midwest Regional Bank is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list.

33. **Accessing the Service.** You will access the service through your online banking setup with Midwest Regional Bank.

34. **The Bill paying process.**

*(a) Single Payments*

A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, is currently 2:00pm (CST). A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's process date, the payment will be processed

on the first business day following the designated process date.

*(b) Recurring Payments*

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

\* If the recurring payment's "Pay Backward" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.

\* If the recurring payment's "Pay Backward" option is not selected (or if the "Pay Backward" option is not available), the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a PARTICULAR day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

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. Any bill payment can be changed or canceled, 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.

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 Financial Institution. The Financial Institution 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 Financial Institution 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 Financial Institution, at its option, may charge any of your accounts with the Financial Institution to cover such payment obligations. The financial institution reserves the right to change the cut-off time. You will receive notice if it changes.

35. **Liability**

*(a) Consumers*

You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Financial Institution. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. The Financial Institution is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. The Financial Institution is not liable for any failure to make a Bill Payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a Payee for a Bill Payment. The Financial Institution is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent. In any event, the Financial Institution will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Financial Institution has knowledge of the possibility of them. The Financial Institution is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Financial Institution's reasonable control. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Financial Institution. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. The Financial Institution is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. The Financial Institution is not liable for any failure to make a Bill Payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a Payee for a Bill Payment. The Financial Institution is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent. In any event, the Financial Institution will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Financial Institution has knowledge of the possibility of them. The Financial Institution is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Financial Institution's reasonable control.



*(b) Business/Nonprofit/Governmental Customers*

You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Financial Institution. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. The Financial Institution is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. The Financial Institution is not liable for any failure to make a Bill Payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a Payee for a Bill Payment. The Financial Institution is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent. In any event, the Financial Institution will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Financial Institution has knowledge of the possibility of them. The Financial Institution is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Financial Institution's reasonable control. You will not hold us liable for any bill payment that an authorized representative of yours used your bill payment account to pay bills which are not yours and you assume the entire risk of loss and indemnify and hold the Bank's officers, directors, employees, agents harmless from all loss, liability, claims, demands, judgments, and expenses (including attorney's fees) arising out of or in any way connected with such use.

**36. Amendment and Termination.** Midwest Regional Bank has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on the Financial Institution's records, by posting notice in branches of the Financial Institution, or as otherwise permitted by law. You will be notified as soon as possible when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used, or changes to the terms of this Agreement. By continuing to use the Service, in whole or in part, at any time after we send you notice of any change, you agree to the change. Changes to fees or terms applicable to accounts are governed by the agreement otherwise governing the applicable account.

We have the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to us at Midwest Regional Bank, Electronic Banking, 363 Festus Centre Drive, Festus, MO 63028. We are not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by Midwest Regional Bank on your behalf.

**37. Fees.** Your fees are as listed in our current fee schedule and on the separate bill payment agreement, as may be modified from time to time, and available from any Midwest Regional Bank Customer Service Representative or the Electronic Banking Department. We will notify you of any changes as required by law.

We reserve the right to charge you for research time, at the current bank rate, involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Bill payments are typically processed by Electronic Fund Transfers (EFT) when possible, but may be processed by check. Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.

## **Business/Nonprofit/Governmental Services**

**38. General.** By requesting or using the Service, you agree to be bound by all terms and conditions of this Agreement, including amendments we make from time to time. Use of the Service by any Authorized Representative after the scheduled effective date of an amendment will make the amendment binding upon your business and each Authorized Representative. You also agree to comply with our instructions for use of the Service, whether such instructions are furnished online or otherwise. Your bank accounts will continue to be governed by our Deposit Account Agreement and Availability of Funds Policy. Any special account services to which you subscribe (e.g., wire transfer, positive pay, ACH, etc.) will be governed by the applicable agreement furnished to you separately. However, if there is an express inconsistency between those agreements and this Agreement, this Agreement will govern to the extent of such inconsistency. *This Agreement is intended for accounts established for business purposes, including without limitation corporate, partnership, limited-liability company, and sole proprietorship accounts.*

**39. Access.** To request access to the online banking service you will need to call your account officer or the Operations Department at 636-937-5351. Upon our approval, you will be issued a confidential User ID and Password to utilize the Access Service. Each user will also choose a pass phrase and image for themselves as part of our multifactor authentication process. If your company is initiating wire transfers or ACH transactions, each user involved in the process will be given a token for an extra level of security as the password on these tokens change every minute. If your business requires that multiple Authorized Representatives be able to use the Access Service, you agree to request a separate User ID and Password for each person. You may designate the PARTICULAR accounts each Authorized Representative may access through the Access Service. You also may designate whether you wish an Authorized Representative to have access through the Access Service for information reporting purposes only or also for balance transfer, bill payment, or other functions which you have arranged, or do arrange, to utilize through the Access Service. We may require that you designate a Primary User having authority to administer and maintain all User ID's and Passwords and account activity levels. Instructions for changing Passwords are available at online Help at this Website.

**40. Security.** You acknowledge that the User ID and Password procedures and the multiple Authorized Representative activity level options described above constitute commercially reasonable security procedures. You agree to safeguard the confidentiality of all User ID's and Passwords and to provide them only to your Authorized Representatives, and you agree to notify us immediately if you believe that the confidentiality of any of such information may have become compromised. You authorize us to execute all transfer and other instructions we receive with a valid User ID and Password before you notify us of unauthorized use and we have a reasonable opportunity to act upon your notice. You agree that we have no obligation to obtain verification from a second person of an instruction entered with your User ID and Password unless you have followed our procedures to establish a verification

procedure for such instructions. Except for complying with any verification procedure which we offer and which you have selected according to our set-up procedures, we will have no obligation to review or monitor for any reason (including without limitation the possibility of application of business funds for unauthorized purposes for the benefit of employees or others) instructions or transactions conducted with your User ID and Password. If you are an owner of an account for which a valid User ID and Password is furnished to us in order to transfer funds from the account, you agree to indemnify and hold us harmless from all loss and liability arising in connection with such transfers, even if such transfer instructions were not authorized by you. You agree to promptly review account and transaction records we make available to you, whether in electronic or paper form, and to promptly report any discrepancy to us.

**41. Access Service functions.** The basic functions of the Service include the following:

- Information reporting
- Intra-bank account transfers to and from linked accounts
- Initiation of stop payment instructions on checks
- Bill payment

Each business which we approve to utilize the Service will be permitted to utilize the basic functions after account function set-up procedures are completed.

Businesses which have already signed applicable agreements and been set up by the Bank for the following special functions may also obtain access to these functions through the Service.

- ACH
- Wire transfer
- Positive Pay

**42. Information reporting.** This function enables you to review online certain account transaction history and reports which you have elected to receive with respect to deposit accounts and some loan type accounts linked to the Service. (Some information may be current only as of the close of the previous banking day.)

**43. Intra-bank account transfers.** This function enables you to make online funds transfers between your Bank accounts which are linked to the Service.

**44. Bill payment.** (a) You may make payments through the bill payment function of the Service. Please see the section 'Bill Payment Services' for more details regarding your rights and obligations.

**45. ACH.** If you request and receive our approval to utilize the ACH function and you execute our ACH Agreement and complete our ACH set-up procedures, you will be permitted, subject to our ACH policies and procedures, to originate ACH transactions online by entering your instructions to transfer funds, via the Automated Clearing House system, to or from your Bank accounts or your accounts maintained at other depository institutions, or to or from third-party accounts (pursuant to their prior authorization obtained by you). The transaction information which you enter must be *exact*. The receiving bank may post ACH transactions based on the designated account number, even if the name of the payee on the account does not match the name of the payee you designated, and you will be liable for those transactions. Thus, you must confirm the accuracy of the receiving party's account number and the other transaction information before you submit your ACH instructions. The Bank's cutoff time for execution of ACH instructions is 2:00 pm CST. If you enter ACH instructions before the cutoff time and wish to cancel or revise them, you must do so before the cutoff time. ACH transactions submitted through the Service are subject to ACH fees separately disclosed to you.

**46. Wire transfer.** If you request and receive our approval to utilize the wire transfer function and you execute our Wire Transfer Agreement and complete our wire transfer set-up procedures, you will be permitted, subject to our wire transfer policies and procedures, to request the transfer of funds electronically (via Fedwire in most cases) from Bank accounts which you have designated to participate in the wire transfer function to your accounts maintained at other institutions or to third parties. The transaction information which you enter must be *exact*. The beneficiary bank may post wire transfers to accounts based on the designated account number, even if the designated beneficiary of the funds transfer is not an owner or otherwise listed on the account to which the funds are posted, and you will be liable for those transactions. Thus, you must confirm the accuracy of the beneficiary's account number and the other transaction information before you submit your wire transfer instructions. Wire transfer instructions must be received by 4:00 pm CST in order for the wire transfer to be remitted on that day's business. Wire transfers submitted after that time will be remitted on the following business day. Wire transfer instructions which you submit to us will not be subject to cancellation or modification by you after we execute the instructions by releasing them to any applicable intermediary or beneficiary bank. We will not be bound by your instruction to cancel or modify a wire transfer instruction unless you provide us complete and accurate information concerning your original wire transfer instruction at least one hour before we execute your original wire instructions. Wire transfer instructions entered through the Service are subject to wire transfer fees which have been separately disclosed to you.

**47. Positive Pay.** If you execute our Positive Pay Service Agreement, complete our positive pay set-up procedures (including any special set-up procedures for use of online positive pay services), and comply with our positive pay procedures and instructions, you will be permitted to utilize our online banking facility to transmit to us your positive pay issue file, enter manual entries to your issue file, view your positive pay suspect items, and instruct us to pay or return such items. Currently, the deadline by which we must receive transmission of your issue file and any manual entries through online banking is 4:00 pm CST. Currently, the deadline by which we must receive your pay or return instructions for suspect items is 11:00 a.m. CST. If we do not receive your pay or return instructions for suspect items by that deadline, we shall be entitled to return suspect items. We will have no responsibility with respect to the failure of any attempt we might choose to make to try to accommodate you with respect to instructions received after such deadlines. If we are contacted by a person whom we believe to be your authorized representative and who requests, via facsimile transmission or other means of communication, that we pay or return suspect items, or who provides other positive pay-related information to us, we shall be entitled to rely upon such instructions and information in

good faith. You must comply with our positive pay procedures and instructions as set forth in the Positive Pay Service Agreement, this agreement, and any other procedures or instructions we may furnish or make available to you. Positive pay services are subject to fees which have been separately disclosed to you.

**48. Charges.** Transactions which you conduct through the Service, including without limitation ACH transfers, wire transfers positive pay, and stop payment orders, are subject to the fees for such services which are separately disclosed to you. The fees for bill payment services are described above. The fees, if any, for subscribing to the Service will be disclosed to you at the time you are notified (electronically or in writing) that we have approved your application to subscribe to the Service. You may notify us at that time that you reject the Service, in which case you will owe no fees for the Service, so long as you never use it. If you request or use additional services through the Service, including without limitation services provided by other information providers, you may be assessed additional charges applicable to those services. You are responsible for payment of the charges assessed by your Internet service-provider or other third-parties.

**49. Liability limitation.** We will have no liability to you for failing from time to time to provide online access to your accounts and/or to account functions which generally are available to you through the Service, regardless of the reason for such unavailability. Even when the Service is available to you, we will not be obligated to execute any instruction or transaction which does not satisfy each of the following criteria: (1) there must be sufficient, unencumbered funds available in the account from which funds you wish to transfer funds; (2) the transaction must be in full compliance with the terms and conditions of this Agreement, other applicable agreements, and our instructions; and (3) the transaction must be in accordance with other requirements of our applicable policies, procedures, and practices.

In addition, under no circumstances will we be liable for any loss, damage, expense, or cause of action (whether such action is based on contract, tort, or any other form of action) arising out of or in connection with: (1) funds transfers or other transactions for which the instructions submitted to us were accompanied by a valid User ID and Password, regardless of whether such transactions were not authorized by, and did not benefit, the accountholder; (2) execution of an ACH, wire transfer, or other funds transfer order or positive pay instruction in conformity with the information submitted to us with your valid User ID and Password, regardless of whether the some or all of the information submitted was erroneous; (3) our failure to stop payment on a check or other transfer for which some or all of the information submitted to us was either erroneous or not timely submitted; or (4) any viruses which may infect your computer equipment, regardless of the source of such infection.

The circumstances described in the two preceding paragraphs shall never be considered losses attributable to any act or inaction on our part. Under no circumstances whatsoever will we be liable for any indirect, incidental, exemplary, special, or consequential damages, including without limitation damages in the nature of legal expenses or loss of anticipated profits. Our liability for damages arising from any delay in executing your funds transfer orders shall not exceed an amount equal to interest on the funds at the federal funds rate paid by Bank for a period not to exceed two weeks.

## Mobile Banking

**50. Access.** You will typically access your account(s) through the mobile banking browser after you have enrolled in the service. You will receive this information in your browser through a connection using your handheld device.

**51. Enrollment.** To enroll in mobile banking, you must have already established an online banking relationship with us. To enroll, you may select the 'Options' tab and then select the 'Mobile Banking' section. Click on the tab and fill in the requested information for cellular phone number, cellular provider and 4 digit PIN and submit.

**52. Termination.** You may terminate this service at any time by calling the Operations Department at 636-937-5351 or write to: Midwest Regional Bank, Electronic Banking, 363 Festus Centre Drive, Festus, MO 63028. We may terminate your use of the Service, in whole or in part, at any time without prior notice. Your access to the Service will be terminated automatically if you violate any terms of this agreement, your Accounts are closed, access to your Accounts are restricted for any reason or if you do not use your online banking Service for a period of 6 months. If you would like to transfer the Service to a different account with us, you must provide five (5) business days advance written notice.

**53. Service Transactions.** You may use the Service to perform the following transactions with Mobile Banking:

- order transfers of funds among eligible Accounts;
- order transfers of funds from eligible Accounts to certain loan accounts accessible through Ecom;
- perform balance inquiries with respect to each Account accessible through Ecom;
- view account activity within each eligible Account; and
- any additional services that may be added to enhance the service.

**54. Fees.** There is no fee to access Mobile Banking. However, you may be assessed fees from your mobile service provider for data and text charges. Contact that provider for details on those charges applicable to your plan with your provider.

**55. Eligible Accounts.** We may limit the types and numbers of Accounts eligible for Mobile Banking. Mobile Banking may not be supportable for all device models for all mobile service providers at all times. We cannot guarantee the availability of underlying services provided by your mobile service provider for data outages or other carrier issues.

**56. Security.** We recommend that you lock your device using a PIN code or password when you are not using it to secure any information on your device. We also recommend that you do not store your 4 digit PIN on your device. If you lose your mobile device, you should contact your mobile service provide

immediately. If you receive ALERTS from Midwest Regional Bank, please contact us immediately, so we can discontinue the ALERTS being sent to your device.

You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Mobile Banking. You agree not to leave your device unattended while logged into Mobile Banking and to log off immediately at the end of each session completed by you. You agree not to provide your PIN or other access information any other person. If you do, we will not be liable for any damage resulting to you.

You agree to comply with all applicable laws, rules and regulations in connection with Mobile Banking. You agree to keep your mobile device updated with the latest security patches and/or software from your mobile service provider. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States of America. Accessing Mobile Banking from locations outside of the United States is at your own risk, and you are responsible for compliance with any local laws of the country where you may be.

**57. Warranties and Representations.** Our Mobile Banking services are provided to you on an “AS IS” and “AS AVAILABLE” basis. We do not make any warranties or representations that you will have continuous or uninterrupted access to Mobile Banking or its content or functions, or that such functions will be error free, including, without limitation, express or implied warranties of merchantability, fitness for a particular purpose or non-infringement of third party rights and title, and any implied warranties arising from course of dealing or course of performance. Your sole and exclusive remedy for any failure or non-performance of Mobile Banking (including any software or their materials supplied in connection with Mobile Banking) shall be for us to use commercially reasonable efforts to perform an adjustment to your account or repair of the Mobile Banking Service.

**Thanks for banking with Midwest Regional Bank!**

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