



## **ONLINE BANKING AGREEMENT**

These are the current terms of your Agreement with Springfield First Community Bank (SFC) for accessing your accounts and making use of other services via the Internet through Springfield First Community Bank. Whenever you use Online Banking, or authorize others to use it, you agree to these terms. Springfield First Community Bank may amend these terms from time to time. You will be notified of any amendments that affect your rights or obligations within the appropriate time period. Each of your accounts at Springfield First Community Bank, which are accessed via Online Banking continue to be governed by the applicable Account Disclosures and Regulations Relating to Deposit Accounts and Other Services and Electronic Funds Transfer Agreement and Disclosures, otherwise known as Disclosures and Regulations, and the applicable Schedule of Fees, as they may be amended from time to time.

## **GENERAL INFORMATION**

### **1. Definition of Terms**

- "You" and "Your" means any person who applies for Online Banking with Springfield First Community Bank through completion of a Springfield First Community Bank Online Banking Application and all persons authorized by the applicant to use their Online Banking Identification and password or other means of access we establish or approve.
- "We," "us," "our," "Bank" and "SFC" refer to Springfield First Community Bank or one of its affiliates.
- "Business Day" shall mean Monday-Friday, except for federal banking holidays.
- "Payee" means the merchants, individuals or institutions you wish to pay using the Bill Pay service.
- "Online Banking Agreement" means Springfield First Community Bank Online Banking Agreement.
- "Online Banking" or "Springfield First Community Bank Online Banking" or "Springfield First Community Bank Online Banking Service" or "Service" means our service that allows you to make payments, transfer funds, access accounts, obtain information, and perform other transactions via the Internet by use of computer equipment and/or other means we authorize or allow.

### **2. General Description of Services**

Account access via Online Banking allows you to:

- View account balances and transaction history.
- Transfer funds between SFC accounts.
- Set up recurring transfers between SFC accounts
- Make SFC loan payments.

- View previous statements.
- Download account transactions.

Bill Pay services through Online Banking allow you to:

- Pay bills to most merchants, individuals, & organizations.
- Set up recurring payments.
- Download your payment schedule.
- Retain payment history.
- Retain record of payees.

### **3. Requirements for Your Use**

To access your accounts through our Online Banking, you must have a Springfield First Community Bank account and complete a Springfield First Community Bank Online Banking Enrollment Form, or any other documents or agreements which SFC may require. In addition, you will need a personal computer, internet service through the provider of your choice, and a compatible web browser with the latest available data encryption.

You are responsible for the installation, maintenance and operation of your computer and your browser software. The risk of error, failure, or non-performance is your risk and includes the risk that you do not operate your computer or your software properly. The Bank is not responsible for any errors or failures from any malfunction of your computer or your software. SFC is not responsible for any electronic viruses that you may encounter. The Bank is not responsible for any computer virus-related problems that may be associated with the use of Online Banking. The Bank has no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computer or your software.

### **4. Customer Support**

If you need assistance with Springfield First Community Bank's Online Banking Service, or if you need to communicate with SFC, you may contact the Bank by calling 417.882.8111 between 8:00 A.M. and 5:00 P.M. CST Monday-Friday.

You may also write to us at:

Springfield First Community Bank  
Online Banking Services  
2006 S. Glenstone Ave.  
Springfield, MO 65804

You may also email us at [operations@sfcbank.com](mailto:operations@sfcbank.com). **However, electronic mail (email) transmissions are not secure. Therefore, we request that you do not send us or ask for sensitive information, etc. via any general form of email system. Email through Springfield First Community Bank or other means of email provided by the bank at sfcbank.com are not secure.**

## DESCRIPTION OF SERVICES

### 1. Hours of Accessibility

You can access your accounts through Springfield First Community Bank's Online Banking Service seven days a week, 24 hours a day. However, at certain times, our Online Banking Service may not be available due to routine system maintenance or unanticipated malfunctions. SFC shall have no liability arising from its Online Banking Service being unavailable.

### 2. Account Access via Online Banking

Account access through SFC's Online Banking Service allows you to conduct the following functions online: view account balances and transaction history, transfer money between accounts, set up recurring transfers between accounts, make SFC loan payments, view and print past statements, and download account transactions to your personal computer.

There are no monthly or transaction fees for accessing your account(s) through Springfield First Community Bank's Online Banking Service for individuals.

Business and commercial customers pay a monthly fee as follows:

Online Banking – No fee  
Online Banking & Cash Management - \$35.00/month

Bill Pay is an optional and chargeable service for all users. Other fees, as described in the deposit account information, may apply to services ordered online. Please note that fees may be assessed and billed separately by your Internet Service Provider (ISP) and are not included in Springfield First Community Bank's Online Banking Service.

### 3. Bill Pay

SFC's Bill Pay service ("Bill Pay" or "Service") via Springfield First Community Bank's Online Banking Service is an optional and chargeable service. Bill Pay is designed to allow you to schedule bill payments; arrange, at your option, for the payment of your current, future, and recurring bills from your designated Bill Pay account; pay most merchants, individuals, and institutions; and download your payment schedule at your convenience.

Bill Payments are made from your designated payment account for the amount requested by you to the scheduled payee through the Bank's Bill Pay Service. You must be an owner of the designated Bill Pay account. You may not designate any account that requires more than one signature for withdrawals. All fees for Bill Pay will be deducted from your designated payment account.

There is currently no limit to the number of payments that may be authorized, or the number of payees you can pay through Bill Pay. You may pay most merchants and individuals using our Bill Pay service, however, you may not use Bill Pay to pay taxes, court ordered payments, or any governmental agency.

#### Service Fees

The Bank currently offers the benefits and convenience of the Bill Pay Service at no additional charge. The Bank reserves the right to charge fees for the Service in the future. Other services that may result in a fee include the following (per transaction and/or occurrence):

- Rush payment:
  - Next business day (check) \$14.95
  - 2<sup>nd</sup> business day (check) \$9.95
  - 2<sup>nd</sup> business day (electronic) \$4.95
- Gift check \$2.99
- Donation check \$1.99

- Stop payments \$20.00
- Cancelled check copy \$2.00
- Non-sufficient funds \$25.00

## The Bill Paying Process

- **Instructions for Setting up Payees & Payments:**
  - **Payees:** To add a new “Payee”, select the “Payee” tab located in the Bill Pay menu. The Bank reserves the right to refuse the designation of a “Payee” for any reason.
  - **Payments:** To add a new payment to a “Payee”, access the Service and enter the appropriate information. Other additions, deletions, or changes can be made by using the Service, as well. You may pay any “Payee” within the United States (including U.S. territories and APOs / AEOs). The Bank is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

## Single and Recurring Payments

- **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 processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the Bank, is currently 2:00 PM CST.
- **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 processing date is calculated for the next occurrence of the payment. If the calculated processing 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 Before” option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
  - If the recurring payment’s “Pay After” option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing 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 processing date, then the last calendar day of that month is used as the calculated processing date.

Payments made through SFC’s Bill Pay service require sufficient time for your payee to credit your account properly. Electronic payments usually are received by the payee in 1-3 business days; check payments usually arrive in 3-7 business days. To avoid incurring a finance charge or other charge, you should schedule a payment sufficiently in advance of the due date of your payment.

## Cancelling a Payment

A bill payment can be changed or cancelled any time prior to the cutoff time (currently 2:00 PM CST) on the scheduled processing date.

## Available Funds

By scheduling payments and submitting your payees' information including addresses, you authorize us to follow the payment instructions to these payees. When we receive a payment instruction (for current or future date), we will remit funds to the payee on your behalf, from the funds in your designated payment account on the day you have instructed them to be sent (Payment Date). Funds for all bill payments (whether these payments are made electronically or by check) will be withdrawn from your account on the day the payment is scheduled to be sent to the payee.

The Bank is under no obligation to notify you if it does not complete a payment because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for making alternate arrangements for the payment or for rescheduling the payment through Bill Pay.

## Transfers

Through Springfield First Community Bank's Online Banking Service you are allowed to make transfers between your various SFC accounts and may also make SFC loan payments. You must be an owner of and have the unrestricted right of withdrawal from all accounts to or from which you request a transfer. We reserve the right to deny transfers between certain types of accounts under certain circumstances.

A transfer initiated through Springfield First Community Bank's Online Banking Service before 6:00p.m. CST on a business day is posted to your account the same day. **All transfers completed after 6:00p.m. CST on a business day or on a Saturday, Sunday, or banking holiday, will be posted on the next business day.** Our business days are Monday through Friday, except for banking holidays. "Banking holidays" shall mean all federal banking holidays.

The number of transfers from accounts may be limited as described in the applicable portions of the deposit account information. Each payment or transfer through Online Banking from a savings or money market account is counted as one of the six limited transfers permitted each statement period, as described in the Disclosure and Regulations.

If a 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.

## 4. Changes to Charges, Fees, or Other Terms

Springfield First Community Bank reserves the right to change the charges, fees, or other terms described in this Agreement. When changes are made to any fees, charges, or other material terms, we will notify you of such changes, which shall be deemed a part of this agreement from the date any notice of change is mailed to you. Notification will be given at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide notice to you within thirty (30) days after the change. We reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Depositor Contract and the deposit account information.

## 5. Online Banking ID and Password

Once you have submitted a complete Springfield First Community Bank Online Banking Application, you will receive your Online Banking ID and temporary password, which will give you access to your accounts through our Online Banking service. You will be asked to select a new password upon initial use of Online Banking. We recommend that you change your Online Banking ID and password on a regular basis and will require you to change your password, at minimum, every 90 days. The Bank is entitled to act on any instructions received from any user utilizing your login credentials (Online Banking ID and password). For security purposes, it is recommended that you memorize the ID and password and do not write them down. You are responsible for keeping your Online ID, password and other account data confidential.

Anyone to whom you give your Online Banking Identification and password or other means of access will have full access to your accounts, even if you attempt to limit that person's authority. For this reason, you should not disclose your Online Banking Identification and password to other persons.

## **6. Cancellation of Services**

If you wish to cancel any of your Online Banking services, please contact Springfield First Community Bank Online Banking Operations Department in Springfield, MO, by calling 417.882-8111. The Bank's Online Banking Operations Department is available between 8:00 A.M. and 5:00 P.M. CST Monday-Friday.

You may also write to us at:

Springfield First Community Bank  
Online Banking Services  
2006 S. Glenstone Ave.  
Springfield, MO 65804

You may also email us at [operations@sfcbank.com](mailto:operations@sfcbank.com). However, electronic mail (email) transmissions are not secure. Therefore, we request that you do not send us or ask for sensitive information, etc. via any general form of email system. Email through Springfield First Community Bank or other means of email provided by the bank at sfcbank.com are not secure.

If, for any reason, you should ever wish to cancel Online Banking, your scheduled payments and transfers will be automatically deleted. For this reason, if you cancel the Service, you should make other payment or transfer arrangements. This will also ensure that future payments or transfers made by you will not be duplicated.

The Bank reserves the right to terminate the Springfield First Community Bank Online Banking Agreement, in whole or in part, at any time for any reason.

## **7. New Services**

Springfield First Community Bank may, from time to time, introduce new online banking services and/or enhancements to the current service. We may update this Springfield First Community Bank Online Banking Agreement and notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms contained in this Agreement, as may be modified and amended by SFC from time to time.

## **ADDITIONAL PROVISIONS**

### **1. Usage**

Your first use of Springfield First Community Bank's Online Banking Service confirms your agreement to and understanding of the terms and conditions in the Springfield First Community Bank Online Banking Agreement.

You agree to the terms of this agreement and the schedule of charges that may be imposed. You authorize us to deduct applicable charges and payments, as accrued, directly from your designated payment account. You are liable for all transactions that you may make or authorize, even if the person you authorize exceeds your authority. If you have given anyone your Online Banking ID and password or any other means of access and you want to terminate that person's authority, you must change your Online Banking ID and password or other means of access or take additional steps to prevent further access by such persons.

**Unauthorized Transactions in Your Accounts**-Notify us immediately if you believe another person has improperly obtained your Online Banking Identification or password. Also notify us if someone has transferred or may transfer money from your Bank deposit account without your permission, or if you suspect any fraudulent activity on your account. To notify us, call our Springfield First Community Bank Online Banking Operations Department in Springfield, MO, by calling 417.882.8111 between 8:00 A.M. and 5:00 P.M. CST Monday- Friday.

You may also write to us at:

Springfield First Community Bank  
Online Banking Services  
2006 S. Glenstone Ave.  
Springfield, MO 65804

You may also email us at [operations@sfcbank.com](mailto:operations@sfcbank.com). However, electronic mail (email) transmissions are not secure. Therefore, we request that you do not send us or ask for sensitive information, etc. via any general form of email System. Email through Springfield First Community Bank or other means of email provided by the bank at [sfcbank.com](http://sfcbank.com) are not secure.

If your Online Banking Identification and password have been compromised and you notify us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if an unauthorized person uses your Online Banking Identification and password without your permission to access a Bank deposit account and/or initiate a transaction. If you do NOT notify us within two (2) business days after you learn of the loss or theft, you will be liable for all losses.

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, you agree to notify us. If you do not notify us within ten (10) days after the paper or online statement was sent to you, and we could have stopped someone from taking money if you had told us in time, you may not recover any money lost after the tenth day from the date of the statement.

### **2. Bank Liability**

Except as specifically provided in this Springfield First Community Bank Online Banking Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, any indirect, special, incidental or consequential damages whether caused by the equipment, software, virus or other malicious code, the Bank, OR by any internet browser providers including, but not limited to Microsoft (Microsoft Internet Explorer browser), Google (Google Chrome), and Mozilla (Mozilla Firefox browser), OR by internet access providers OR by online service providers OR by an agent or subcontractor of any of the foregoing, nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, Springfield First Community Bank's Online Banking Service, or internet browser or access software.

If Springfield First Community Bank does not properly complete a transfer or bill payment on time or in the correct amount, we will pay any late fees or finance charges as long as your account was in good standing with the merchant prior to this incident. We will also be liable to you if we fail to stop a payment pursuant to your timely order to do so. We shall not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we will not be liable to you or any third party through whom any bill funds in your designated payment account or other accounts being used for transfers; if a legal order directs us to prohibit withdrawals from the payment account; if the payment account is closed or frozen; or if any part of the electronic funds transfer system is not working properly. Springfield First Community Bank reserves the right to terminate your use of Bill Pay at any time for any reason.

If we do not complete a transfer or bill payment from your designated payment account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable:

- If, through no fault of ours, you do not have enough money in your account to make a transfer or bill payment, including as a result of any setoff which we may be entitled to exercise against your account(s).
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic funds transfer system are not working properly.
- If you have not provided us with complete and correct payment information, including, without limitation, the name, address, account number and payment amount for the payee of a bill payment.
- If you have not properly followed the instructions for using Springfield First Community Bank Internet Banking Account Access or Bill Pay.
- If circumstances beyond our control (such as fire, flood, or improper transmission or handling of a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us.
- If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
- If you do not submit your payment or transfer instructions within the appropriate time period.

### **3. Error Resolution**

Call or write to us as soon as possible if you think your statement, account or transaction information is incorrect or if you need more information about a transaction listed on your statement or shown through Springfield First Community Bank's Online Banking Service. We must hear from you no later than ten (10) days after we send the first statement on which the problem or error appeared. The telephone and address you may use are as follows:

Contact Customer Service in Springfield, MO by calling (417) 882-8111 between 8:00 A.M. and 5:00 P.M. CST Monday-Friday.

Write to:

Springfield First Community Bank  
Error Resolution  
2006 S. Glenstone Ave.  
Springfield, MO 65804



- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days (twenty (20) days if you initiated the transaction from outside the United States) 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 (ninety (90) days if you initiated the transaction from outside the United States) to investigate your complaint or question. If we decide to do this, we may provisionally credit your account within ten (10) business days (twenty (20) days if you initiated the transaction outside the United States) for the amount you think is in error, so that you will have the use of your money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account.

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

#### **4. Limits on Withdrawals**

If any of your qualifying accounts are money market or savings accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than six (6) in the monthly statement period. Withdrawals covered by this limitation are ones made by means of preauthorized transfer, automatic transfer, or payments arranged by telephone request. A total of only three (3) of these types of withdrawals may be made by check, draft, debit card, or similar order payable to third parties. You also agree to the "Terms and Conditions of Your Account" that were delivered to you when you opened your deposit account(s).

#### **5. Disclosure of Account Information**

You authorize the Bank and each of its affiliates to disclose to third parties, agents, and affiliates, such as independent auditors, consultants or attorneys, information you have provided or that we or our affiliates have obtained about your accounts and the transfers you make:

- to comply with government agency or court orders or requests; or
- to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- where it is necessary for completing transfers; or
- to provide services relating to your account; or
- if you give us your further permission.