



Online Banking Services Agreement

Introduction

This Agreement governs your use of Union State Bank's Online Banking Service. This Service permits our customers to access a number of financial services through the use of the Internet. Also included in this document are the regulatory disclosures applicable to these services. Throughout this web site, the Online Banking Services Agreement will be referred to as "Agreement". By using Online Banking, you agree to all of the terms of this Agreement. **You must read this Agreement before enrolling in our Online Banking Service and initiating any electronic funds transfers via the Internet.** By using Online Banking, you agree to all of the terms of this Agreement. Please read it carefully before following the link at the bottom of this page or accessing any of the Services. We recommend that you print a copy of this document for your records; however, if you cannot, contact us toll-free at 866-557-0060 and we will mail you a copy.

Accounts and services provided by Union State Bank may also be governed by separate agreements with you. This Agreement supplements any other agreements or disclosures related to your account(s), including the Deposit Account Agreement provided to you separately.

Definitions

You or Your - The person(s) subscribing to or using Online Banking and Online Banking Bill Payment.

We, Us, or Our - Refers to Union State Bank and any agent, independent contractor, designee, or assignee Union State Bank may involve in the provision of Online Banking.

Business Day - Any calendar day other than Saturday, Sunday, or any holidays recognized by Union State Bank. Bill payments are processed on all business days that both the Federal Reserve Bank and the US Postal System are operating and open for business.

Business Day Cut-Off - Union State Bank's primary banking office is located in Arkansas City, Kansas and is located in the Central Standard Time zone. For posting purposes, the bank will process all existing transactions and transfers entered prior to 6:30PM on that business day. Transactions completed after 6:30PM, including transfers, will be processed on the next business day.

Electronic funds transfers - Electronic funds transfers include deposits to, withdrawals from, or transfers between your accounts, which are not originated by check, draft, or similar paper instrument. Electronic transfers include those made through a computer. If we authorize your account(s) for electronic transfers through the Online Banking Service, you have certain rights and responsibilities under the Electronic Funds Transfer Act (EFT) which are further detailed in this Agreement.

Privacy Statement - Union State Bank understands how important privacy is to our customers. We have taken steps to protect the security and privacy of your personal information and as well as your financial transactions with us. You should read our privacy statement before completing enrollment for Online Banking. Our customer privacy statement is available at www.myunionstate.com/site/privacy.html

About Online Banking

Union State Bank's Online Banking Service ("Service") consists of an online banking web site that provides a complete array of financial services for our customers. Our Service allows you to access your account information 24 hours a day, 7 days a week. We also provide up to 12 months of full statements and transaction history.

The services currently available to our customers via the Internet consist of:

- Account Inquiries, Balances, Rates, etc.
- 12 Months of Historical Transactions
- Secure E-Mails & file transfers
- Transaction Downloads
- Account Transfers
- Secure Applications
- Detailed view of Transactions
- Loan payments to USB Loan Accounts
- Electronic Statements
- Various Bookkeeping Services

For customers who select Bill Payment, these additional functions are available:

One-time Payments
Recurring Payments

Special commercial services may also be offered to accounts including:

ACH Credit Origination
ACH Debit Origination
Direct Deposit Originations
EFTPS Credit Originations
Wire Transfer Origination
Positive Pay Services

Internet Security Information

Union State Bank's Online Banking Service is provided by Digital Insight Corporation. The Digital Insight Online Banking System utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. The Digital Insight Network protects all sensitive data from direct access from the Internet. Digital Insight employs the following measures:

- Secure Sockets Layer (SSL) Encryption provides a secure channel for data transmission across computer networks using public key cryptography.
- User Options allow account holders to change their Passwords and time-out periods.
- Firewalls and Redundant Screening/Filtering Routers are gateways that verify the source, destination, and protocol of each data packet before it is sent.

Digital Insight Corporation uses the SSL (secure socket layer) encryption technology for everything you do in the Online Banking system. This technology is automatically activated by your browser when it attempts to connect to our system. If your browser does not support 128-bit encryption, you must upgrade to continue access to the website's secure pages. Whenever SSL is securing your communications, the browser will typically indicate the "secure session" by changing the appearance of a small icon of a padlock at the bottom of the screen from *open* to *locked*. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet. In addition, our servers have been certified by a "Certificate Authority" that will assure you that you are actually talking to our servers instead of someone pretending to be us.

One of the main security features guarding the use of the Online Banking system is the unique combination of your User ID and Password and Enhanced Login Security. It is important that you keep your Password secret. Do not give out your account information, User ID or Password to anyone. Do not leave your personal computer unattended while you are in the Online Banking system. Never leave your account information within the range of others. Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system. We will not be liable for any losses resulting from you permitting other persons to use your User ID and Password to access the system.

In addition to the security measures described above, there may be other security notices posted on the website regarding security issues. It is your responsibility to read all applicable notices. If you have more questions about our security systems for conducting financial transactions safely over the Internet, contact our Online Banking Support Department toll-free at 866-557-0060.

Registration Process

The Online Banking Service requires that the customer complete the initial registration process. This involves completing a secure online application that will identify all the information that we will need to enable the service. Our Online Banking Support Department will verify the information you submitted for accuracy and proper authorizations. Once verified, you will be given access to the Online Banking Service.

Login Security

Security is very important to the Online Banking Service. At the time you request the service, you will select a unique User ID and Password that will be used to gain access to the system. Prior to activation, the Online Banking Support Department will verify your identity and authorization to information associated with the account(s) that you requested tied to the service.

To help prevent unauthorized access and ensure the security of your accounts by default, we will end your online session if we have detected no activity for ten (10) minutes or the current timeout period you have selected within the Online Banking Service. This is to protect you in case you accidentally leave your computer unattended after you login.

Because your Password is used to access your accounts, you should treat it as you would any other sensitive personal data. You should carefully select a Password that is hard to guess. Do not use Passwords that are easily associated with your name, address or other personal information. Keep your Password safe. Memorize your Password and never tell it to anyone. You should change your Password occasionally. This can be done at any time from within the Online Banking Service.

Accounts

You may request Internet access to any account on which you are a signer or owner. If you desire services that allow you to initiate payments or transfers from the account, you will need the required withdrawal authority over the account to be able to complete the transaction. By using the Online Banking Service, you agree to maintain one or more accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the system. If the accounts added to the service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your User ID and Password are authorized unless we have been notified to cancel the service.

Fees for the Online Banking Service

Union State Bank offers the benefits and convenience of Online Banking and Online Bill Pay to you at no cost. Commercial Online Cash Management is available for a nominal charge. Please contact Online Banking Support toll-free at 866-557-0060 for a current schedule of charges.

Cancellation of Online Banking

Your Online Banking Service may be canceled at any time by Union State Bank in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. You will remain responsible for all transactions approved by the system prior to the cancellation, and for any other fees associated with the service. After cancellation, service may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate services, you must call Online Banking Support toll-free at 866-557-0060.

Balance Inquiries, Bill Payments and Transfers Limitations

You may use the Online Banking Service to check the balance of your account(s) and to transfer funds among your accounts at Union State Bank. Automatic transfers on Money Market Deposit Accounts and Savings Accounts authorized by personal computer are subject to the same restrictions disclosed in your original account disclosures. Regulations currently place no limits on the number of transfers or bill payments from your Checking Accounts; therefore Union State Bank currently limits access to the Online Bill Pay service to Checking Accounts only.

Balances shown in your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. If you have further questions, contact us toll-free at 866-557-0060.

The balances are updated periodically and the system will display the most current "as of" date on the "accounts" summary page. There may be situations that cause a delay in an update of your balances. The system will use the most current balance available at the time of a transaction to base our approval for account transfers.

Special Information about the Stop Payment, Check Reorders, Address Change, Order Documents, Secure E-Mail & Secure File Delivery Services

The system includes several options that provide a means to securely forward your request to us for processing. There may be additional fees associated with some of these services. Please refer to our fee schedule for additional information or contact us toll-free at 866-557-0060.

Generally, requests received from the Online Banking system and/or e-mails, will be processed within one business day using procedures similar to those of requests received by mail or fax. If urgent action is required, we recommend that you contact Union State Bank directly by telephone or in person. Additional terms of acceptance or disclosures may apply on the Stop Payment service and these terms will be disclosed at the time you complete the request. The Stop Payment feature is designed to allow you to submit a request to stop payment on checks you have written or pre-authorized electronic drafts that are deducted from your account. **The stop payment service is not available to cancel transfers. Additional fees may apply for all stop payment requests.**

Canceling or Changing Payments/Scheduled Transfers

Once the User has submitted their payment request, there is a temporary period during which the request can be cancelled online, before CheckFree processes the request and sends the payment to the biller. This time period varies depending on when the User submitted their request. If the payment request on the Pending Payments section of the Payment Center screen displays a link for "Cancel", then the payment request can be cancelled. If the link is not displayed, the payment has already been sent and cannot be cancelled.

Scheduled Transfers must be changed or cancelled using the Online Banking service prior to 6:00am CST on the business day the transaction is scheduled to be initiated.

Enrolling in the Bill Payment service

To enroll in Online Bill Payment you must first enroll in the Online Banking Service. You can enroll for Online Bill Pay from the Payment Manager icon. You may also contact us toll-free at 866-557-0060 or send us a secure email through our Secure E-mail service from within Online Banking.

Union State Bank offers the benefits and convenience of Online Banking and Online Bill Pay to you at no cost. Commercial Online Cash Management is available for a nominal charge. Please contact Online Banking Service Support toll-free at 866-557-0060 for a current schedule of Commercial Online Cash Management charges.

Bill Payment Information

We will process all payments to payees that have a US Postal address and are payable in US Dollars. You should not use the Online Bill Pay service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments or court-ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited. Otherwise, there are no restrictions on whom you pay or how many payees you may establish. We maintain a large vendor database of regional and national billers to make this process convenient, quick and easy.

It is your responsibility to make certain there are sufficient funds in your Bill Pay Account to process your payments. If your account does not have sufficient funds to make the scheduled payment, you may be charged an insufficient funds fee.

Our Liability for Failure to Make Transfers

If we do not complete a transaction properly initiated through the Online Banking system in accordance with this Agreement from your account on time or in the correct amount, we will be liable for your losses or damages. However, there are some exceptions. We will **NOT** be liable if any of the following occurs:

1. If through no fault of ours, you do not have enough money in your account to complete a transaction on that account or if the account has been closed. Your account must have sufficient collected funds to process the requested transaction. Certain deposits and balance transfers from other accounts may not be immediately available for bill payment.
2. If the transaction would go over the credit limit on your overdraft protection plan, or if the overdraft protection plan has been closed.
3. If your computer, software, telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transaction.
4. If you had knowledge of or questions about the possible malfunction of our system when you initiated the transaction.
5. If circumstances beyond our control such as natural disasters (fire, flood, tornado, etc) or other uncontrollable circumstances (mail delays, telecommunication outages, power failures, etc) prevent proper completion and delivery of transactions despite reasonable precautions that we have taken.
6. If you provide incomplete or inaccurate information to us regarding your account or transaction.
7. It can be shown that the merchant or payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of our service providers or ours.
8. If your account has been tied up by legal proceedings (court order, garnishment) or other actions that prevent us from processing the transaction.
9. We have reasonable basis for believing that unauthorized use of your User ID or Password designated account has occurred or may be occurring.
10. There may be other exceptions stated in our agreement with you.

Documentation and Verification of Payments and Transfers

Information regarding Online Banking transactions will be reflected on the account detail in our Online Banking system and in your regular monthly account statement(s).

Notice of your Rights and Liabilities under the EFT Act

The EFT Act provides you with certain rights and responsibilities with respect to electronic fund transfers via our Online Banking system. Your rights and responsibilities in the event of an unauthorized bill payment or unauthorized account transfer are disclosed below. Please read the following EFT disclosures carefully. You should print this document for future reference. You may obtain a hard copy of this document from us at any time by calling or sending us an email or upon request in person.

Your Responsibilities and Liability for Unauthorized Use

If you believe your User ID or Password has been compromised, lost, or stolen, or that someone has transferred or may transfer money from your account without your permission, call us immediately toll-free at 866-557-0060.

Telephoning is the best way of keeping your possible losses to a minimum. If you suggest that an unauthorized transfer or payment may have occurred, we may require you to sign an affidavit.

You could lose all the money in your account (plus your maximum overdraft protection plan). If you tell us within four business days after you learn that your User ID or Password have been compromised, lost or stolen, you can lose no more than \$50.00 if someone used your User ID or Password without your permission. If you do NOT tell us within four business days after you learn of the loss or theft of your User ID or Password, you could lose as much as \$300.

Also, if your statement shows electronic transfers that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the first 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) kept you from telling us, we may extend the time periods to a reasonable time.

Errors and Questions

In cases of errors or questions concerning transactions completed with the Online Banking Service, do one of the following as soon as possible:

1. Telephone USB Online Banking Support toll-free at 866-557-0060; or
2. Write to Union State Bank, Online Banking Support, PO Box 928, Arkansas City, KS 67005; or
3. If you are currently signed up for Union State Bank Online Banking and are able to access your account information, login and send us a message through our secure e-mail system.

We must hear from you within 60 days after you receive the first statement or notification in which the error or problem appeared. Please include the following information:

1. Name
2. Account Number and your User ID
3. Description of the error or what you are unsure about, plus an explanation of why you believe it is an error or why you need more information.
4. Tell us the amount of the error.
5. For an Online Bill Pay error tell us:
 - o Checking account number used to pay the bill
 - o Payee name
 - o Date the payment sent
 - o Confirmation number
 - o Payment amount
 - o Payee account number for the payment in question.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, if the suspected error occurred outside the United States, or if it occurred at a merchant location for the purchase of goods or services we may take up to 90 days to investigate your complaint or question. If we decide to do this, we will credit your account within 20 business days 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.

We will tell you the results within 3 business days after completing our investigation. If we determine that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Other Problems - If you believe an error, other than an electronic funds transfer problem has occurred, you can call us toll-free at 866-557-0060 for information about how to handle the problem.

Disclosure of Account Information to Third Parties

Information to third parties about your account(s) or the transaction(s) you make will only be disclosed if at least one of the following applies:

1. It is necessary to complete a transaction.
2. It is necessary to verify the existence and condition of your account to a third party such as a credit bureau or merchant.
3. To comply with a governmental agency or court order.
4. If permission is given to us by you, which we may require to be in writing.
5. It is necessary to assist us in collection of information for internal use.
6. It is necessary for statistical information or security purposes of our service providers, our servicing agents, and/or contractors providing our Online Banking and electronic funds transfer service.
7. It involves a claim by or against us concerning a deposit to or withdrawal from your account.

We do not disclose nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We are permitted under law to disclose nonpublic personal information about you to nonaffiliated third parties in certain circumstances.

We may disclose all of the information we collect as described below to companies that perform marketing services on our behalf.

- Information we receive from you on applications or other loan and account forms

- Information about your transactions with us, our affiliates, or others
- Information we receive from third parties such as credit bureaus.

If you decide to close your account(s) or become an inactive customer, we will continue to adhere to the privacy policies and practices described in this notice.

Please refer to our privacy policy for additional detail on disclosure of account information.

Electronic Disclosures

If you agree, we may send you certain disclosures electronically in the future. Please contact us for additional information.

Equipment

You are solely responsible for the maintenance, installations, and operation of your computer. Union State Bank shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software, nor will we be responsible for any computer virus that affects your computer or software while using our Online Banking product. We encourage our customers to routinely scan their PC and diskettes using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

By accessing our Online Banking system, you agree that we shall not be liable for any indirect, incidental, or consequential costs, expenses, or damages (including lost savings or profit, lost data, business interruption, or attorney's fees.)

Termination/Inactivity

You may terminate the use of our Online Banking Service by contacting us via US mail, e-mail, or personal delivery to Union State Bank. If your account(s) is closed or restricted for any reason, or if there has been no Online Banking or Bill Payment Activity for a period of three (3) consecutive months, Online Banking accessibility will automatically terminate. We may at anytime cancel all or part of the Services we generally offer.

If you terminate the Online Bill Pay service, you authorize us to continue making payments and other previously authorized transactions until we have a reasonable opportunity to act upon your termination notice; you also agree to pay all applicable fees and charges. Once we have acted on your notice, we have no further responsibility to make any payments or previously authorized transactions.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

Assignment

This Agreement may not be assigned to any other party by you. We may assign or delegate, this Agreement in part or whole, to any third party.

Ownership of Material

Our Online Banking Service is a product of Digital Insight Corporation. The Online Bill Pay Service is a product of CheckFree. Unauthorized use or reproduction in whole or part is prohibited.

Amendments

Terms and conditions of this Agreement may be amended in whole or part at any time within 30 days written notification prior to the change taking effect. We may notify you of such changes by US mail, or if you agree, we may send you an email notice, which details the changes. Email notifications may also direct you to a section of our website which will include the changes. Amendments or changes to term(s) or condition(s) may be made without prior notice if it does NOT result in higher fees, more restrictive service use, disclosure of additional account information to third parties, or increased liability to you. Also, if a change in term(s) or condition(s) is necessary to maintain or restore the security of our system or your account(s), no advance notice is required and we will then notify you within 30 days following such action. If you do not agree with the change(s), you must notify us in writing or via email prior to the effective date to cancel your access to the Service. Your continued use of the affected change in Service is your agreement to the amendment(s).

Entire Agreement

This Agreement supplements any other agreements or disclosures related to your account(s), including the Deposit Account Agreement and Disclosures provided to you separately.