

Internet Banking Disclosure and Agreement

This disclosure and agreement describes your rights and responsibilities as a user of our Online Banking service and Bill Pay service (“Service” or “Services”). It also describes the rights and responsibilities of FirstOak Bank (the “Bank”). Please read this Agreement carefully. As an authorized account holder you must abide by the terms and conditions of this agreement, and those provided to you at account opening, in order to use this Service.

Contact Information

Main Bank, PO Box 868, 113 N. Penn Ave., Independence, KS 67301 (620) 331-2265

Drive Thru, 1801 W. Main, Independence, KS 67301 (620) 331-7733

Pueblo Branch, 1419 Hwy 50 West, Pueblo, CO 81008 (719) 544-2265

Fredonia, 501 Madison, Fredonia, KS. 66736 (620) 378-2114

Access to Services

The Bank will provide online banking instructions describing how to use the Online Banking Service or Bill Pay Service. To gain access to this Service you will use your login name and your password.

Hours of Operation

The Services are generally available 24 hours-a-day, 7 days a week, except during special maintenance and upgrade period, which

Your Rights and Liabilities

Security of your personal information, account information and your transactions is important to us. Use of the Internet Banking Services will therefore require a Login Name and Password. No employee of FirstOak Bank will have access to your Login Name or Password so an employee should never ask you for you to disclose or verify your Login Name or Password. If you lose or forget your Login Name or Password, please call the bank at any of the numbers provided above during regular business hours.

You agree to keep your Login Name and Password secret and to notify us immediately if your Login Name or Password is lost or stolen or if you believe someone else has discovered your Login Name or Password. You agree that if you give your Login Name and/or Password to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use the Internet Banking services. You may change your password at any time. We may be liable for certain security breaches to the extent required by applicable law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to (1) monitor and/or record all communications and activity related to the Internet Banking Services;

and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you).

You agree that our records will be final and conclusive as to all questions concerning whether or not your Login Name or Password was used in connection with a particular transaction.

If any unauthorized use of your Login Name or Password occurs you agree to (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds. Notify us immediately if you believe your Login Name or Password has been lost or stolen. Contacting us by telephone during regular business hours is the best way to keep your possible losses down. You could lose all of the money in your account. If you tell us within two business days, you can lose no more than \$50.00. If you DO NOT tell us within two business days after you learn of the loss or theft of your Login Name or Password, and we can prove that we could have stopped someone from using your Login Name or Password without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfer that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any funds you lost after the 60 days if we can prove that we could have prevented someone from taking the funds if you had told us in time. If you believe your Login Name or Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact the Bank at the numbers provided above.

WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN LOGIN NAMES OR PASSWORDS OR UNAUTHORIZED TRANSFERS VIA EMAIL.

Types of Transfers

You may access your accounts by computer using your Login Name and Password. You may get information about checking, savings, money market account balances, deposits, and withdrawals. You may transfer funds between your affiliated accounts or make payments to loans held by the Bank.

Limitations on Types of Transfers

For security reasons, there are limits on the number of transfers you can make by computer.

Periodic Statements

Your periodic account statements are available to you to view or print via online banking. If you have not elected to receive your statements in electronic format only you will receive your statements via mail. You will be provided a monthly statement for checking and money market accounts. Savings accounts will provide a monthly statement unless there are no electronic funds transfers in a particular month then you will be provided a quarterly statement.

Error Resolution Notice

Contact us at the address or phone number provided above as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt.

We must hear from you no later than sixty (60) days after we send the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer that you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we need more than 10 business days to complete the investigation, we will grant provisional credit to your account for the amount you think is in error; so that you will have use of the money during the time it takes us to complete our investigation. 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 report to you the results of our investigation within three (3) days of completion. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used to come to that conclusion.

Confidentiality

We may disclose information to third parties about your account or the transactions you make:

1. Where it is necessary for completing transactions or resolving errors involving the Services; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant; or
3. In order to comply with government agency rules, court orders or other applicable law; or
4. To our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law; or
5. If you give us permission.

Limitation of Liability

Except as otherwise provided in this agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special, or consequential, caused by the Internet Banking service or the use there of or arising in any way out of the installation, operation, or maintenance of your PC equipment.

Waivers

No waivers of the terms of this Agreement will be effective, unless in writing and signed by an officer of the Bank.

Assignment

You may not transfer or assign your rights or duties under this agreement.

Governing Law

The laws of the State of Kansas shall govern this Agreement and all transactions hereunder. Customer acknowledges that he/she has reviewed this Customer Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.

Indemnification

Customer, in consideration of being allowed access to the Internet Banking Services, agrees to indemnify and hold the Bank harmless for any losses or damages to the Bank resulting from the use of the Internet Banking services, to the extent allowed by applicable law.

Authorization and Agreement:

By entering my Login Name and Password, and accessing Internet Banking, I hereby authorize FirstOak Bank to perform the transactions I request. I agree that my first use of online services through Internet Banking will acknowledge receipt of the information and instructions for using these services and signify my acceptance of the terms and conditions of this service agreement and the Electronic Funds Disclosure.