

Internet Banking Agreement and Disclosure

This Internet Banking Agreement and Disclosure ("the Agreement") explains the terms and conditions governing the basic internet banking services and bill pay services offered by Bank of Eureka Springs ("the Bank"). All internet banking services of any kind whatsoever offered or afforded by the Bank (including, but not limited to funds transfers, bill pay services, wire transfers, and ACH transactions) will be referred to collectively as "Internet Banking Services" in the Agreement. By using any of the Internet Banking Services, you agree to abide by the terms and conditions of this Agreement and authorize the Bank to use any of your accounts to execute and settle transactions and/or fees initiated by you using the Internet Banking Services. The term "Business day" means all days except Saturday, Sunday and all banking holidays.

All Internet Banking Services are governed by this Agreement, all applicable federal regulatory disclosures, and the Deposit Account Terms and Conditions. All applicable fee schedules published by the Bank from time to time will apply to the Internet Banking Services. You are responsible for the payment of any fees incurred by you on any account, for any service, at any time. You agree to pay all such fees assessed by the Bank. Further, you agree to pay all telephone charges or fees incurred by you in accessing Internet Banking Services.

Your initial use of any Internet Banking Services in connection with your account at the Bank constitutes your acceptance and agreement to be bound by all of the terms and conditions of this Agreement and of the Deposit Account Terms and Conditions. Such initial use acknowledges your receipt and understanding of this Agreement and Deposit Account Terms and Conditions.

You agree that the Bank may, as permitted by law, provide all applicable disclosures to you electronically. You are responsible for downloading or printing the disclosures or providing the Bank with a non-electronic address to which the disclosures may be mailed.

The Bank is entitled to act upon instructions received through any Internet Banking Service under your PIN and without inquiring into the identity of the person using that PIN. However, you agree that you will not, under any circumstances, disclose your PIN by telephone or any other means to any person. You acknowledge that no person from the Bank will ever ask for your PIN, that Bank employees do not need and should not ask for your PIN. You agree never to provide your PIN to anyone, including anyone claiming to represent the Bank. You are liable for all transactions made or authorized using your PIN. The Bank has no responsibility for establishing the identity of any person or determining the validity of any transaction.

You agree that if you give your PIN to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your PIN will have access to your accounts. You agree to notify the Bank immediately in the event your PIN is lost or stolen or is otherwise compromised. At any time, you may ask the Bank to disable your PIN.

For joint accounts, each person may have a separate PIN, or each may use a joint PIN. Each person on a joint account will be liable for all transactions that are made on that account. Each person on a joint account authorizes all transactions made by any other person on the account. Each person on a joint account agrees to be liable for the actions of the other person(s) on the account.

You hereby indemnify and release the Bank from any and all liability and agree not to make any claim against the Bank or bring any action against the Bank honoring or allowing any actions or transactions where you have authorized the person performing the action or transaction to use your account or when you have provided your PIN to that person. You agree to reimburse the Bank for any losses it suffers or any damages, injuries, costs or expenses it incurs (including attorney's fees) as a result of the Bank's honoring or allowing transactions on the account where the PIN was used.

The limitations of liability set forth in this Agreement are subject to, and limited by any state or federal law to the contrary.

The Bank has the right to modify or terminate this Agreement or the Deposit Account Terms and Conditions at any time. When making changes, the Bank will comply with all legal notice requirements. Once this Agreement is terminated, the Bank will not allow any additional transactions on the account, nor will additional Internet Banking Services be permitted. If this Agreement is modified, your continued use of the Account will represent your acceptance of the changes.