Please read this agreement to understand your rights and responsibilities in regard to the services offered. The confirmation code at the end of the agreement will be needed for the Consumer eBanking enrollment page.

Consumer eBanking Agreement and Disclosure

E-SIGN CONSENT AND DISCLOSURE

This E-Sign Consent and Disclosure ("Disclosure"), applies to each account you have selected to view online on the "list of accounts page".

The words "we," "us," and "our" means the Midwest Heritage entity with whom you have your Account, and the words "you" and "your" means you, the individual(s) who is identified on the account as the owner or signer as the account holder on the Account(s) listed on Account Selection page. As used in this Disclosure, "Communication" means any Account periodic statement, or associated authorization, agreement, disclosure, notice, or other information related to your Account periodic statement, including but not limited to information that we are required by law to provide to you in writing.

- 1. Scope of Communications to Be Provided in Electronic Form. You agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:
 - All legal and regulatory disclosures and communications associated with your Account.
 - Periodic disclosures or monthly billing statements for your Account.
 - Notices or disclosures about a change in the terms of your Account or associated payment feature.
 - Privacy policies and notices
- 2. Method of Providing Communications to You in Electronic Form. All Communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose.
- 3. How to Withdraw Consent. If you do not want to receive Communication in electronic form for any of your accounts you may withdraw your consent by contacting us at 1-800-782-0521, by visiting your local branch, or by using the Contact Us Link on our home page at www.mhbank.com. At our option, we may treat your provision of an invalid email address or the subsequent malfunction of a previously valid address as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.
- 4. How to Update Your Records. It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update such information (such as your e-mail address), log into your Consumer eBanking or by contacting us at 1-800-782-0521.

- 5. Hardware and Software Requirements. In order to access, view, and retain electronic Communications that we make available to you, you must have:
 - A currently supported Internet browser;
 - Sufficient electronic storage capacity on your computer's hard drive or other data storage unit:
 - Currently supported Adobe Acrobat
 - An e-mail account with an Internet service provider and e-mail software in order to participate in our electronic Communications programs;
 - A personal computer, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing, Communications received in electronic form from us via a plain text-formatted e-mail or by access to our web site using one of the browsers specified above. This listing includes recommendations and is intended to assist you in selection of software which is known to work in our testing. This listing is not a guarantee that using this software will work on your hardware or configuration. Personal settings and other software can cause diminished functionality within online banking.
- 6. Requesting Paper Copies. We will not send you a paper copy of any Communication from us, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by telephone at 1-800-782-0521, visit your local branch or you may email us by using the Contact Us link on our homepage at www.mhbank.com. We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.
- 7. Communications in Writing. All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of your Online Statements, this Disclosure, your initial authorization to receive Online Statements and any changes to that authorization, and any other Communication that is important to you.
- 8. Federal Law. You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.
- 9. Termination/Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications, including any applicable discount for receiving Online Statements. We will provide you with notice of any such termination or change as required by law.

The featured words and symbols used to identify the source of goods and services may be the trademarks of their respective owners.

INTERNET BANKING AGREEMENT

Midwest Heritage offers internet banking services to you to perform various banking activities via the internet. Internet banking enables you to perform inquiries, transfer funds between your accounts, view transaction activity, pay bills, transfer funds to other persons (person-to-person payments), and other features that Midwest Heritage may make available.

Terms and Conditions

Midwest Heritage hereby publishes the following terms and conditions (the "Agreement") for use of our internet banking services (the "Services"). We reserve the right to modify the Agreement at any time, effective upon 30 days written notice to you at the last address you have given us, unless an immediate change is necessary to ensure the security of the Services. Use of the Services or attempting to connect to the Services constitutes your agreement with these terms, conditions, instructions and any modifications thereof.

All Services are subject to the terms and conditions set forth in the Account Agreement and the Terms and Conditions of Your Account provided to you at the time you first opened your Midwest Heritage account and including any updates provided to you. If there is any dispute regarding contradictory terms or conditions of this Agreement, the Account Agreement, and the Terms and Conditions of Your Account, this Agreement will prevail.

You agree that the following uses of the Services are strictly prohibited:

- 1. Unauthorized communication of any charge or credit card information belonging to any other person or entity.
- 2. Unauthorized communication of any information concerning any password or other online access number, code, or identification or any other proprietary information belonging to any other person or entity (other than the co-owner).
- 3. Use of the Services to copy or to distribute or transmit copies of copyrighted materials belonging to any other person or entity, including Midwest Heritage, except to the extent that the owner has provided express written permission to you permitting such activity.
- 4. Communication of any obscene or defamatory materials or information including but not limited to materials on bulletin boards or in conjunction with electronic mail ("E-mail") to Midwest Heritage.
- 5. Use of the services in violation of any telecommunication, postal, or other federal or local laws or regulations of your country of origin or of the United States or in furtherance or in the commission of any crime or other unlawful or improper purpose.
- 6. Use of the Services to complete or attempt to complete transactions that involve countries under sanction by the United State Government and Specially Designated Nationals (SDN) or any other conduct that is in violation with the Office of Foreign Asset Control Regulations.

You also agree to indemnify, hold harmless, and defend Midwest Heritage from and against any and all claims, actions, suits, judgments and expenses (including court costs and reasonable fees of attorneys, accountants and expert witnesses) at your sole expense, arising from your failure to abide by these restrictions on use of the Services.

You further agree to the following information regarding the Services:

1. Transmission of confidential business and sensitive personal information is at your sole risk.

- 2. We reserve the right to monitor and review transmissions on-line, and to remove or reject any material that we, at our sole discretion, believe may be unlawful or objectionable, without prior notice to you.
- 3. You understand that Midwest Heritage and its suppliers make no warranties or representations of any kind with respect to the Services, whether express or implied. You also understand neither Midwest Heritage nor its suppliers nor anyone else who has been involved in the creation, production or delivery of the Services assumes any responsibility with respect to your use of these Services.
- 4. Any cause of action concerning the Services under this Agreement must be commenced within one year after such cause of action has occurred.

Midwest Heritage maintains security to prevent unauthorized access to confidential information about our internet banking users. Our technology is periodically updated and tested to continue to provide you with the highest level of protection of your privacy.

You agree to pay fees for the Services in accordance with applicable fee schedules and disclosures established by us from time to time. We may automatically deduct these fees from your Designated Account (checking account from which bills will be paid) or a related accounts even if they create an overdraft (there may be fees associated with this overdraft as well). Midwest Heritage reserves the right to modify the fees, service charges, and terms at any time, effective upon 30 days written notice to you at the last address you have given us, unless an immediate change is necessary to ensure the security of Services. Use of the Services or attempting to connect to the Services, constitutes your agreement with these fees, service charges, term, conditions, instructions and any modifications thereof.

Further, materials related to the Services may, from time to time, be revised or updated and these changes may render the prior version obsolete. Consequently, we reserve the right to cancel your Services and/or limit access to more recent versions and updates.

Errors and Questions:

In case of errors or questions about your electronic transfers or payments, you should contact us in the following manners:

- 1. Telephone us at 1-800-782-0521, or
- 2. E-mail us at customerservice@mhbank.com, or
- 3. Write us at: Midwest Heritage

Customer Care Department

1025 Braden Ave Chariton, Iowa 50049

(Note that this is a general error resolution policy, which also addresses some services that may not be part of your services.)

If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, let us know as soon as possible. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- 1. Tell us your name, Designated Account number and bill payment account number.
- 2. 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.
- 3. 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 10 business days.

We will tell you the results of our investigation 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 (90 days if the transfer involved a point-of-sale transaction or a foreign initiated transfer) 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.

We will tell you the results within three business days after completing our investigation. 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 in our investigation.

Automated Bill Payment Service

You authorize us to follow the payment instructions that we receive through your use of the Midwest Heritage Bill Payment Service. When we receive a payment instruction, you authorize a debit to your Designated Account with us on dates scheduled by you. The date a payee credits a payment depends upon the payee's payment processing procedures and any specific requirements for payments and delays. We will not be responsible for delays in crediting payments which are the result of these procedures, or your failure to follow a payee's payment requirements, or your failure to schedule a date to initiate sufficiently in advance of the date a payment is due, or delays in any mail service or other exceptions stated in this Agreement. You further agree to the following with respect to the Bill Payment Service:

- 1. You agree to accurately follow product use instructions contained within the user guides and on-line Help.
- 2. You agree to schedule bill payments (payment transaction date) prior to the due date. The system will provide you with an estimated delivery date based on whether a payee is paid electronically or by check. These time frames do not include any grace periods. Midwest Heritage does not guarantee automated bill payments will be received on time, and you assume all liability for possible late charges incurred.
- 3. You agree to provide payee name, address, account information and payment amount to expedite bill-paying services.
- 4. You agree to maintain sufficient funds in your Designated Account or checking reserve account on the transaction payment date requested. If there are insufficient funds on the requested payment date, Midwest Heritage may, at its discretion, cancel the bill payment and charge your account according to standard bank procedures as outlined in our account disclosures.
- 5. You agree that internet banking may not be used to transmit alimony, child support or other court-directed payments or tax payments because the government does not necessarily accept third-party bill payments. Midwest Heritage does not guarantee any payments made, or attempted to be made to a government agency.

Payment Deletion (Cancellation) for Non-Processed Payments

A payment made using our Bill Payment service may be canceled the same day up until the 8 pm CT cutoff time and/or prior to the payment status showing Processing.

Unauthorized Transfers

An "unauthorized transfer" is a transfer by a person who does not have actual, implied, or apparent permission, and is a transfer that does not benefit you. A transfer by a joint account holder or any other person with an interest in your account is not an unauthorized transfer. You will not be liable for unauthorized transfers except as explained in this Agreement.

Your Liability for Unauthorized Transfer

Lost or Stolen Password/Code: If your password or code has been lost or stolen, call Midwest Heritage at 1-800-782-0521 during normal banking hours. Telephoning Midwest Heritage is the best way of minimizing your losses. You could lose all the money in your account (plus your maximum overdraft line of credit). If you believe that your password or code has been lost or stolen and you tell us within 2 business days after you discover the password or code has been lost or stolen, you can lose no more than \$50.00 if someone uses your password or code without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of the password or code, and we can establish that we could have stopped someone from using your code if you had told us, you could lose as much as \$500.00.

You should not disclose your Personal Security Code, any user name or password selected by you for internet banking. These codes are for your personal use and should be kept confidential by you. We may require you to change these codes periodically. Contact us immediately if you believe someone has obtained your codes or may have access to your accounts without your permission.

Limitation of Liability for Transfers which would include internal or external transfers and Bill Payments

You agree that, except as expressly stated herein, there is no warranty of merchantability, no warranty of fitness for a particular use and no other warranty of any kind, express or implied, regarding the information or any aspect of the Services.

You further agree that we will not be held liable for failure to properly complete a transfer or bill payment in the following instances:

- 1. If through no fault of Midwest Heritage, you do not have sufficient funds in your account(s) to make the transfer or payment.
- 2. If circumstances beyond our control prevents us from completing the transfer or payment despite reasonable precautions that have been taken.
- 3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
- 4. If your funds are subject to legal process or other encumbrance restricting the transfer.
- 5. If your transfer or payment authorization terminates by operation of law.
- 6. If you believe someone has accessed your account(s) without your permission and you fail to notify Midwest Heritage as detailed in the Unauthorized Transfers section.
- 7. If we received incomplete or inaccurate information from you or a third party involving the account transfer or payment.
- 8. If we have a reasonable basis for believing that unauthorized use of your password or account(s) has occurred or may be occurring.
- 9. If you are default of this Agreement and its terms and conditions or any other agreement you have with Midwest Heritage.
- 10. If a payee refuses to accept a payment.

- 11. If you attempt to make alimony, child support or other court directed or tax payment.
- 12. If we or you terminate this Agreement.

You acknowledge and agree that we will not be liable for any losses resulting from circumstances over which we have no direct control, including, but not limited to, the failure of electronic or mechanical equipment, communication lines, telephone or other interconnect problems, operator error, log-in sequences, power outages, severe weather, earthquakes, floods or other such events deemed acts of God. Further, you acknowledge that there are other means and methods for accessing the information in your account(s) and conducting transactions. In the event that you should experience problems accessing the Services, you will attempt to access such information and conduct such transactions by alternative means and methods.

There may be other exceptions stated in this Agreement and with other agreements you have with Midwest Heritage. In no event shall we be liable for any damages in excess of your actual loss due to our failure to complete a transfer. In no event shall we be liable for any indirect, incidental or consequential damages.

In any of the circumstances listed above in items 2 or 7 should occur we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transaction(s) that may have been processed.

Disclosure of Account Information to Third Parties

We may disclose information about you, your Designated Account or transactions on your Designated Account as provided in our Consumer Products and Services Disclosure. We will disclose information to third parties about your account or the transfers you make: 1) where it is necessary for completing transfers; 2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or 3) in order to comply with government agency or court orders; or 4) if you give us written permission.

External transfer terms and use

The external transfer option allows you to electronically move funds between your Midwest Heritage account and an account you own at another financial institution. You may not use the service to transfer funds with other persons or businesses. We allow one external transfer per day and three external transfers per month. The cutoff time to complete an external transfer is 6:00 pm CT. Please see fee schedule for a per item fee that will be charged. External transfer implementation is a three day process. You will need the external account number, financial institution name and the routing number to initiate the verification process. During this process we will make two deposits to and one withdrawal from the external account. You will need to verify the amounts of the test deposits and withdrawal to complete the verification process. Qualified transaction accounts will have a \$5,000 limit per day and per transfer. Midwest Heritage may change the standard limits and will provide notice of such change. Each external transfer will be processed as an ACH transaction and NACHA rules will apply to the external transaction. At its discretion, Midwest Heritage may place a hold on your account in relation to the external transfer. Once an external transfer has been processed we are not able to cancel the transfer. At its discretion, Midwest Heritage may suspend the external transfer services.

Stop Payments

You may submit a request for a stop payment on a check through the Services. Stop payments for automated clearinghouse ("ACH") items must be requested in person at one of our locations or call Midwest Heritage at 1-800-782-0521. We must receive your stop payment request in time to give us a reasonable opportunity to act on it before our cutoff time. Your stop payment order must precisely identify the check number, date issued, amount of the item, and the payee. Placing a stop payment via the Services will bear the same effect as signing the stop payment document. The stop request will be effective for six months. Applicable stop payment fees will be assessed based on our Consumer Fee Schedule. Please refer to your account terms and conditions for other details of processing a stop payment request.

Person-to-Person Payments

If eligible, you may enroll in the People Pay service, which will allow you to send and receive money with other persons. Recipients will be identified by an email address or mobile telephone number. You must accept our People Pay Terms and Conditions at enrollment to utilize the service. Transaction and daily limits will apply.

Report Lost Debit Card

You may utilize the Report Lost Card menu option within the Services to notify Midwest Heritage if you have lost your debit card, your debit card has been stolen, or you did not receive your debit card. Utilizing the Report Lost Card feature will send a notice to Midwest Heritage, which will be reviewed and processed on the next business day. Your card will not be immediately deactivated. To immediately deactivate your debit card, call Midwest Heritage at 1-800-782-0521 during normal business hours or call 1-800-236-2442 at any time to report a lost or stolen debit card. Refer to the Errors and Questions section of this Agreement for your rights and responsibilities regarding any transactions you think are incorrect.

Forgotten Password Procedure

Your User ID will be locked after three (3) incorrect entries of your password. If you are unable to remember your password, you may use the <u>Forgot your password?</u> Link on the log in page of the Services. If you are unable to reset your password or need assistance, please call Midwest Heritage during our normal business hours at 1-800-782-0521.

Electronic Mail

If you send us an e-mail, it will be deemed to have been received on the following Business Day. Business Day shall be defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. We will have a reasonable time to act on your e-mail. You should not rely on e-mail if you need to communicate with us immediately. For example; if you need to cancel a payment that is scheduled to occur, or if you need to report the loss or theft of your password. Midwest Heritage makes every attempt to accommodate communication from our clients in various formats, but discourages the use of email correspondence for communication regarding your accounts which includes personal identifying information. Please limit your emails to general information and information as to when and where we can contact you during normal banking hours.

You agree that we may respond to you by e-mail with regard to any matter related to the Midwest Heritage internet banking. This includes, but is not limited to, responding to a claim of

unauthorized electronic funds transfer that you make. Any such e-mail shall be considered received within three (3) calendar days of the date that is was sent by Midwest Heritage, regardless of whether you sign onto you e-mail service provider within that time frame. You also agree that we may send information about other Midwest Heritage products and services to you by e-mail.

Change of Mailing and E-mail Addresses

In order to properly provide disclosure of important information, you hereby agree to promptly notify Midwest Heritage of any change of your mailing address or your primary e-mail address. You may:

- 1. Update your information within the Services.
- 2. E-mail your changes to customerservice@mhbank.com
- 3. Write us at: Midwest Heritage

Customer Care Department 1025 Braden Ave Chariton, Iowa 50049

Governing Law

This Agreement, terms and conditions and the Services are governed by the laws of the State of lowa and applicable federal law, without regard to any different state, and its laws, from which you may access your account from time to time.

Termination or Discontinuation

In the event you wish to discontinue the Services, you must contact us in writing. Written notice of service discontinuance must be supplied 10 business days prior to the actual discontinuation date and must be sent to:

- 1. E-mail us at customersevice@mhbank.com
- 2. Write to us at: Midwest Heritage

Customer Care Department 1025 Braden Ave Chariton, Iowa 50049

You should cancel all outstanding payment or transfer orders in addition to notifying us of your desire to terminate the Services. We will not be liable for payments or transfers not cancelled or payments or transfers made due to the lack of proper notification by you of the Services termination or discontinuation for any reason.

We reserve the right to terminate your use of internet banking in whole or in part at any time. Upon termination you will be responsible for making arrangements to pay any future or recurring payments. Neither termination nor discontinuation shall affect you liability or obligation under this Agreement.

We also reserve the right to refuse to pay a payee if your Designated Account has insufficient funds, a payee refuses to accept a payment, you attempt to make tax or court directed payments or other good cause. Additionally, if we refuse to pay a payee due to insufficient funds in your Designated Account, we may charge a fee for returning the item.

Confirmation Code

Please enter the following code on the Consumer eBanking page to indicate you have read and agree to the Consumer eBanking Service Agreement and Disclosure.

Confirmation Code:	MH2436
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