

Bank of Kirksville Internet Banking Application

A Free Service for our Valued Customers

214 S. Franklin St., P.O. Box 787, Kirksville, MO 63501

(660) 665-7766, www.bankofkirksville.com, email: bofk@bankofkirksville.com

NOTE: Bank of Kirksville requires internet banking applications to have your original signature. Once you have filled out this page, please drop it by any of our branch locations or mail it to the address above. Please do not submit a copied form or submit this form by fax or as an email attachment. **Please complete a separate form for each individual.**

CUSTOMER INFORMATION

Individual's or Organization's Name:		SSN/TIN:	
Address:		Email:	
City:	State:	Zip:	Phone:
Primary Contact For Account(s):			

ACCOUNT INFORMATION

Account Number	Account Type	Account Access Rights
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

While Internet Banking is free, you may elect other services through Internet Banking that carry a fee. Please see the attached Online Access Agreement and Electronic Fund Transfer Act Disclosure for more information.

Account Types

CH=Checking or Money Market **SAV**=Savings **L**=Loan **CD**=Certificate of Deposit **HSA**=Health Savings Account (View Only)

Account Access Rights

You can use Bank of Kirksville Internet Banking to view and make transfers between the accounts you have listed above, but only if you are authorized and have set your Account Access Rights to allow it.

F=Full Rights (**I can view account balance and history; I will be able transfer money into and out of this account**)

D=View and Deposit (**I can view account balance and history; I will be able to transfer money into but not out of this account**)

V=View Only (**I can view account balance and history only; I will not be able to transfer money into or out of this account**)

LOGIN ID AND INITIAL PASSWORD INFORMATION

We will send login instructions to the email address you have provided on this application. **TO ENSURE THAT YOU RECEIVE YOUR LOGIN INSTRUCTIONS, PLEASE VERIFY THAT THE EMAIL ADDRESS YOU PROVIDED IS CORRECT.** Once the application is received by the bank, please allow 2 business days for processing.

SIGNATURES (one for Individual, more may be needed for an Organization)

By signing below, I authorize Bank of Kirksville to issue a temporary password on my behalf, which I will be required to change the first time I log in.

Signature	Date	Signature	Date
Signature	Date	Signature	Date

BANK INFORMATION (To be Completed by the Bank)

Form Accepted From Customer By (Employee Name):		Date:
Accounts Verified By (Bookkeeping Dept):		Date:
Login ID:	Entered Into I-Banking By:	Date:
	Emailed By:	Date:

Agreement - This Agreement, which includes the Fee Schedule and Enrollment Form, is a contract, which establishes the rules, which cover your electronic access to your accounts at Bank of Kirksville through BankEase Internet Banking. By using BankEase Internet Banking, you accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of the deposit agreements and disclosures for each of your Bank of Kirksville accounts as well as your other agreements with Bank of Kirksville such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Missouri (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Bank of Kirksville's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Enrollment Form and Fee Schedule, constitutes the entire agreement between you and Bank of Kirksville with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

Definitions - As used in this Agreement, the words "we", "our", "us" and "Bank of Kirksville" mean Bank of Kirksville. "You" and "your" refer to the accountholder authorized by Bank of Kirksville to use BankEase Internet Banking under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through BankEase Internet Banking. "Account" or "accounts" means your accounts at Bank of Kirksville. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, and point of sale transactions, transfers to and from your Bank of Kirksville accounts using BankEase Internet Banking including bill payments. "BankEase Internet Banking Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business days" means Monday through Friday. Holidays are not included.

Access - To use BankEase Internet Banking, you must have at least one checking account at Bank of Kirksville, access to Internet service, and an e-mail address. Upon receiving your signed Enrollment Form and verified your account information, we will assign you a login ID and temporary password. BankEase Internet Banking can only be used to access the Bank of Kirksville accounts that you have designated for access in your Enrollment Form. You can add or delete any of your Bank of Kirksville accounts from this Agreement by completing a new Enrollment Form.

For Cash Management Customers, access to your accounts through BankEase Internet Banking will be based upon the identification of users and authority levels specified by you in your Enrollment Form. We undertake no obligation to monitor transactions

through BankEase Internet Banking to determine that they are made on behalf of the accountholder.

BankEase Internet Banking Services - You can use BankEase Internet Banking to check the balance of your Bank of Kirksville accounts, view Bank of Kirksville account histories, transfer funds between your Bank of Kirksville accounts, order checks, make stop payment requests, view checks, change your address, and pay bills from your Bank of Kirksville accounts in the amounts and on the dates you request if you have requested the Bill Payment Service on your Enrollment Form.

Hours of Access - You can use BankEase Internet Banking seven days a week, twenty-four hours a day, although some or all BankEase Internet Banking services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the BankEase Internet Banking website.

Your Password - For security purposes, you are required to change your password upon your initial login to BankEase Internet Banking. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to BankEase Internet Banking will be revoked. To re-establish your authorization to use BankEase Internet Banking, you must contact us to have your password reset or to obtain a new temporary password. We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

Security - You understand the importance of your role in preventing misuse of your accounts through BankEase Internet Banking and you agree to promptly examine your paper statement for each of your Bank of Kirksville accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via BankEase Internet Banking is encrypted in an effort to provide transmission security and BankEase Internet Banking utilizes identification technology to verify that the sender and receiver of BankEase Internet Banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the BankEase Internet Banking system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Bank of Kirksville's BankEase Internet Banking, or e-mail transmitted to and from us, will not be monitored or read by others.

Fees and Charges - You agree to pay the fees and charges for your use of BankEase Internet Banking

Services as set forth below. You agree that all such fees and charges will be deducted from the Bank of Kirksville checking account designated as the "Primary Checking Account" on your Enrollment Form. If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of BankEase Internet Banking.

1. BankEase Internet Banking Monthly Fee: Free
2. Bill Payment Monthly Fee: Free for the first 12 months then \$5.95 per month for up to 15 bill payments per month. Additional bill payments per month are \$.50 per item.
3. Cash Management Services: Contact the bank for current fees dependent on features required.

Posting of Transfers - Transfers initiated through BankEase Internet Banking (except for loan payments) before 8:00 p.m. (Central Standard Time) on a business day are posted to your account the same day. Transfers initiated for loan payments before 3:00 p.m. (Central Standard Time) on a business day are posted to your account the same day. Transfers completed after 8:00 p.m., or loan transfers after 3:00 p.m. (Central Standard Time) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. BankEase Internet Banking identifies transfers based upon the login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the View Postings screens in both the Transfer and Bill Payer menu options of BankEase Internet Banking will not reflect transfers made by multiple users from the same account if different login IDs are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

Overdrafts (Order of Payments, Transfers, and other Withdrawals) - If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

1. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
2. Electronic fund transfers initiated through BankEase Internet Banking, which would result in an overdraft of your account may, at our discretion, be cancelled;
3. In the event the electronic fund transfers initiated through BankEase Internet Banking, which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

Limits on Amounts and Frequency of BankEase Internet Banking Transactions - The number of transfers from Bank of Kirksville accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. 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.

BankEase Bill Payment Service - You must designate the Bank of Kirksville account from which the payments are to be made; the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or

invoice; the amount of the payment; and the date you want the payment to be debited from your account. If the date you want the payment to be debited from your account is not a business day, your account will be debited the next business day before 3:00 p.m. (Central Standard Time). By using the BankEase Bill Payment Service option, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf. You also agree that your first BankEase bill payment will be charged to your Primary Checking Account. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

Scheduling BankEase Payments - If the payee is to be paid by paper check (as indicated on the Bill Payer list), you understand and agree that paper checks are mailed to the payee and the payee may not receive the payment until 5 to 8 business days after the date the payment is debited from your account. If the payee is to be paid electronically (as indicated on the Bill Payer list), you understand and agree that the payee may not receive the payment until 72 hours after the date the payment is debited from your account. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the bill payment payee to properly post a payment to your account.

How to Cancel a Bill Payment - To cancel a bill payment that you have scheduled through BankEase Bill Payment Service, you must cancel the payment online via BankEase Bill Payment Service (by following the onscreen instructions) before 3:00 p.m. (Central Standard Time) on the date the payment is scheduled to be debited from your account.

Stop-Payment Requests - Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment, which has been paid electronically. You may be able to stop a BankEase bill payment paid by paper draft by contacting us by telephone before the paper draft has cleared. (You will have to contact us by telephone to determine if the paper draft has cleared.) If the paper draft has not cleared, we will immediately process your stop-payment request. We will notify you immediately if the paper draft has already cleared. To be effective, this type of stop-payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment, and the ID number from the Bill Payment View Posting Screen.

You may initiate stop-payment requests online via BankEase Internet Banking only for paper checks you have written (non-electronically) on your Bank of Kirksville accounts (not BankEase Bill Payment Service bill payer paper drafts.) Online stop-payment requests submitted before 4:00 p.m. (Central Standard Time) will be processed the same day. Online stop-payments requests submitted after 4:00 p.m. (Central Standard Time) will be processed the following business morning.

If you make your stop-payment request online or by telephone, we may also require you to put your request in the form of a paper document and the bank must receive the signed request within 14 days after you call. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account. Additional stop-payment charges for BankEase Bill Payment Service bill payment paper

drafts may be assessed in accordance with the current fee schedule for the applicable account.

Disclosure of Account Information and Transfers - You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to BankEase Internet Banking. You agree and hereby authorize all of these transfers of information.

Periodic Statements - You will not receive a separate BankEase Internet Banking statement. Transfers to and from your accounts using BankEase Internet Banking will appear on the respective periodic paper statements for your Bank of Kirksville accounts.

Change in Terms - We may change any term of this Agreement at any time. If the change would result in increased fees for any BankEase Internet Banking service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the Bank of Kirksville BankEase Internet Banking website or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject BankEase Internet Banking Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments - Contact us as soon as you can, if you think your paper statement is wrong, or if you need more information about a transfer listed on your paper statement. We must hear from you no later than 60 days after we sent the FIRST paper statement upon which the problem or error appeared. When you contact us:

1. Tell us your name and account number.
2. Describe the error or 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.
4. If the suspected error relates to a bill payment made via the BankEase Bill Payment Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment

amount, ID number, and the payee account number for the payment in question. (This information appears on the Bill Payment View Posting Screen.)

If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in the form of a paper writing by postal mail or fax within 10 business days.

We will communicate to you the results of our investigation within 10 business days after you contact us 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 provisionally 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 in the form of a paper writing within 10 business days, we may not provisionally credit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

Our Liability for Failure to Make a Transfer - If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will (subject to the Limitation of Liability contained herein) be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make a transfer.
2. If a legal order directs us to prohibit withdrawals from the account.
3. If your account is closed, or if it has been frozen.
4. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
5. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
6. If any electronic terminal, telecommunication device, or any part of the BankEase Internet Banking electronic fund transfer system is not working properly and you knew about the problem when you started the transfer.
7. If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
8. If you have not properly followed the on-screen instructions for using BankEase Internet Banking.
9. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

Your Liability for Unauthorized Transfers - CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could

lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500.

Also, if your paper statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper statement was mailed to you, you may not get back any money you lost through transactions made after the 60 day time period 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 contacting us, we will extend the time periods.

Disclaimer of Warranty and Limitation of Liability -

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the BankEase Internet Banking Services provided to you under this Agreement. We do not and cannot warrant that BankEase Internet Banking will operate without errors, or that any or all BankEase Internet Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to BankEase Internet Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Bank of Kirksville and its affiliates exceed the amounts paid by you for the services provided to you through BankEase Internet Banking.

Your Right to Terminate - You may cancel your BankEase Internet Banking service at any time by providing us with written notice by postal mail or fax. Your access to BankEase Internet Banking will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

Our Right to Terminate - You agree that we can terminate or limit your access to BankEase Internet Banking Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your Bank of Kirksville accounts. BankEase Internet Banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon 3 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
3. After 60 days of nonuse your account will become inactive. If you do not contact us within 30 days after your account has become inactive your access to BankEase Internet Banking Service will be

terminated. Contacting the Bank of Kirksville can reinstate the account.

4. Upon reasonable notice, for any other reason in our sole discretion.

Communications between Bank of Kirksville and You - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

E-mail - Bofk@bankofkirksville.com
 Telephone - 660-665-7766
 Facsimile - 660-665-4046
 Postal Mail - See address below:

In Person - You may visit us in person at any one of our Bank of Kirksville branch locations:

Main Bank 214 S Franklin P.O. Box 787 Kirksville, MO 63501 660-665-7766	North Branch Bank of Kirksville 1701 N Green Kirksville, MO 63501 660-665-7766
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Bank of Kirksville in Wal-Mart Supercenter 2206 N. Baltimore Kirksville, MO 63501 660-665-7766	Bank of Memphis A Division of Bank of Kirksville 124 N. Clay Memphis, MO 63555 660-465-7258
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Bank of Downing A Division of Bank of Kirksville Hwy 136 Downing, MO 63536 660-379-2373	Bank of LaPlata A Division of Bank of Kirksville 1600 N. Brown LaPlata, MO 63549 660-332-2265
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Bank of Macon A Division of Bank of Kirksville 1512 N. Missouri Macon, MO 63552 660-385-5626	Bank of Moberly A Division of Bank of Kirksville 1324 E. Hwy 24 Moberly, MO 65270 660-263-4455
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Consent to Electronic Delivery of Notices - You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank of Kirksville BankEase Internet Banking website or by e-mail. You agree to notify us immediately of any change in your e-mail address.