

Access Agreement – Business

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I. Introduction

This GBank Online Business Banking Access Agreement ("Access Agreement") for accessing your Guaranty Bank accounts using the Internet explains the terms and conditions governing the account and bill payment services offered through GBank Online Business Banking ("GBank Online "). By using GBank Online, you agree to the terms and conditions of this Access Agreement and acknowledge your receipt of this Access Agreement and understanding of its terms. This Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, the rules of the National Automated Clearing House Association (NACHA) and to the extent there is no applicable Federal law or regulation or Clearing House rule, by the laws of the State of Missouri. The terms "we," "us," "our," "Guaranty Bank," and "Bank" refer to Guaranty Bank. "You" refers to each signer and owner on an account. You also refers to your GBank Online Business Administrator and all Users you have delegated GBank Online access authority. The term "business days" means Monday through Friday, excluding Saturday, Sunday, and Federal holidays.

GBank Online can be used to access Guaranty Bank accounts. Activated Account means a Guaranty Bank account you have enrolled on GBank Online. Each of your accounts at Guaranty Bank remains subject to its applicable account disclosure statement ("Deposit Account Agreement and Disclosure").

II. Accessing Your Guaranty Bank Accounts through GBank Online

A. Requirements

To enroll your accounts through GBank Online Business Banking, you must have a Guaranty Bank account. You can enroll online through Guaranty Bank's website, <http://www.GBankMO.com/>. Alternatively, the Bank may establish other secure procedures for enrollment in and/or access to GBank Online or any portions of GBank Online. In order to have access to your account under this Access Agreement, you must also be operating as a licensed business. You must have a Taxpayer Identification Number (TIN). The TIN must be your Employer Identification Number (EIN) if you are a corporation, limited liability company or partnership, or your EIN or Social Security Number (SSN) if you are a sole proprietorship.

B. Your Sign-On ID and Pass Code

You will be given a Sign-On ID and an initial Pass Code that will give you access to your accounts attached to GBank Online. The first time that you sign on using the Sign-On ID and the initial Pass Code provided by the Bank you will be required to change your Pass Code. At any time that you choose, you may change your Pass Code using the Options button, and you may change your Pass Code as frequently as you choose. Guaranty Bank recommends that you change your password frequently. For your security, Guaranty Bank requires that you change your Pass Code at least every ninety days. For security purposes, it is also recommended that you memorize your Sign-On ID, and your Pass Code. Do not write them down. **YOU ARE RESPONSIBLE FOR KEEPING YOUR SIGN-ON ID, PASS CODE, ACCOUNT NUMBERS AND OTHER ACCOUNT DATA CONFIDENTIAL.**

C. Your Administrator Role

To access and use any account that you enroll, your business must designate an authorized signor on the account as the account administrator (Account Administrator). The Account Administrator is responsible for all activities involving your enrolled accounts. The Account Administrator may choose to authorize other staff members to access or manage such accounts as your agent. The Account Administrator alone will determine the administrative rights for individual staff members which may include permission to perform any one, or any combination of the following activities:

- . Transfer Funds
- . Stop Payment
- . Bill Payment
- . Manage Company
- . Manage Accounts
- . Manage Users
- . Generate Reports
- . Automated Clearing House (ACH) Services and Wire Services

D. Mailbox Services

Public e-mail services are not considered secure by the Bank. Sending messages through GBank Online is a secure way to communicate with the Bank. Mailbox Services (Contact Link) are provided free in order for you to direct questions about your account(s) to specific staff members and to provide general feedback. You must use Mailbox Services to request an address change if you are making the request using GBank Online. Mailbox Services are accessible after you sign on to GBank Online using your Sign-on ID and Pass Code.

You cannot use Mailbox Services to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within GBank Online or through Customer Service at 417-520-0260.

E. Hours of Accessibility

You can access your Guaranty Bank accounts through GBank Online seven days a week, 24 hours a day. However, at certain times, some or all of GBank Online may not be available due to system maintenance.

F. Responsibility To Your Account

You are a business or other entity, which is not a natural person. You are solely responsible for the security of your Sign-On ID and Pass Code and the activities of any Users you create. Any transaction made using your Sign-On ID and Pass Code or any other delegated User ID is conclusively presumed to have been authorized by you.

YOU UNDERSTAND AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ALL LOSS OR DAMAGE OF ANY KIND RESULTING FROM ACTS OR OMISSIONS OF YOUR ADMINISTRATOR AND ANY PERSON TO WHOM YOU GIVE ANY ADMINISTRATIVE OR USER RIGHTS WITH RESPECT TO YOUR ACCOUNTS THROUGH GBank ONLINE. YOU ARE ALSO RESPONSIBLE FOR ALL LOSS OR INJURY RESULTING FROM ANY UNAUTHORIZED USE OF YOUR SIGN-ON ID OR PASSWORD.

III. Account Services

A. Account Management

In managing your business accounts, you may use GBank Online to:

- . View account balances and review transaction history.
- . Transfer money between accounts.
- . Pay bills to any merchant, institution or individual.
- . Communicate directly with Guaranty Bank through Mailbox Services.
- . Initiate ACH items and wire transfers

These features are limited to the extent and subject to the following:

- Your ability to transfer funds between certain accounts is limited by federal law, as stated in the Deposit Agreements and Disclosure Statement.
- The Bank may not immediately retrieve the Mailbox message that you send. Therefore, you should not rely on Mailbox Services if you need to communicate with the Bank immediately – for example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your accounts. The Bank will not take action based on your Mailbox Service requests until it actually receives your message and has a reasonable opportunity to act upon your request.
- You must review transactional information at least once every 30 days to assure the accuracy of your bank records. You will have access to transaction history information when you click on Transaction in the Select Option menu on the right-hand side of your screen. You will click on the SEARCH button at the top of the Transactions Screen to access your search screen. This screen will allow you to search transaction detail between a start and end date. You are able to set history days using the Options tab for the last 30 calendar days or more.
- The Bank reserves the right to limit the frequency and dollar amount of transactions from your Activated Accounts for security reasons.
- Your online funds transfer requests between your Activated Accounts will take place immediately after you have confirmed your request information and clicked Continue. If you have a scheduled payment, your transfer will be processed on the scheduled Business day by close of business.
- The statement information, transaction information and available balance you download through GBank Online are current as of the close of the previous Business Day. Your actual available balance may be higher or lower due to uncollected funds, holds or transactions posted or memo posted since the close of the previous Business Day. This statement is for information purposes only and is not equivalent at all times to the statement information on the Bank's records. The Bank's statement records shall control if there is any conflict with information reflected on your GBank Online statement or software program.

B. Funds Transfers

You may initiate transfers of funds between designated accounts. Online real time GBank Online transfers between Activated Accounts are processed immediately if the funds are collected. Recurring or scheduled transfers, which are initiated prior to 5:00 p.m. on a Business Day, when the bank has reasonable time to act will be effective as of the close of business of that Business Day. Transfers which are initiated after 7:00 p.m. CST on a Business Day or on a day other than a Business Day will be effective as of the close of business the following Business Day. By initiating the transfer of funds from an account, you represent and warrant to us that the balance of collected funds in the account is equal to or greater than the amount of the transfer. We have no obligation to verify the availability of collected funds in the account at the time of the transfer request. If an overdraft is created as a result of a transfer request, you agree to reimburse us for the amount of the overdraft immediately upon request and to pay such charges as may be imposed by us as a result of the overdraft. The number of transfers from a savings account is limited as described in the applicable Deposit Agreement and Disclosure. 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.

C. Deposit Account Agreement and Disclosure Statement

Acceptance of your application for enrollment of your accounts under this Access Agreement does not modify your rights and obligations under your existing deposit Account Agreement and Disclosure Statement which remains in full force and effect.

IV. Bill Pay Services

A. Using the Service

The GBank Online Payment Service allows you to schedule bill payments through GBank Online. You can schedule the payment of your current, future and recurring bills from any of your checking accounts. There is no limit to the number of payments that may be authorized. You may pay any merchant or individual in the United States through the use of GBank Online. We are unable to process any payment of taxes or court-directed payments through GBank Online Payment Services.

By furnishing us with the names of payees/merchants, you authorize us to follow the payment instructions to these payee/merchants that you provide us through GBank Online. When we receive a payment instruction (for the current or a future date), you authorize us to charge your checking account and remit funds on your behalf. While it is anticipated that most transactions will be completed on a timely basis, it is understood that due to circumstances beyond our control, particularly delays in handling and posting payments slow-responding companies or financial institutions, some transactions may take several days. For this reason, we recommend that you schedule all payments at least (7) seven business days before the actual due date, not the vendor's "late date." In any event including, but not limited to, choosing a payment date less than (7) seven business days prior to the actual due date, the risk of incurring and the responsibility for paying any and all charges or penalties shall be borne by you. We will use our best efforts to process all your payments properly.

You have the right to cancel or change any scheduled payment. You must cancel the payment by no later than 12 Midnight (Central Time), of the business day before the scheduled payment date, by using the DELETE function on the GBank Online "Bill Payment-Pending Payment" screen.

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 that has been paid electronically. You may be able to stop a GBank Online bill payment paid by paper draft. You will have to contact us by telephone to determine if the paper draft has cleared. We will notify you immediately if the paper draft has already cleared. If the paper draft has not cleared, we will immediately process your stop payment request. 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 "HISTORY" screen. As with stop payment requests for manual checks, we will require you to sign and return a stop payment request form. Stop payment charges for GBank Online paper drafts will be assessed in addition to the stop payment charges for the applicable account.

Guaranty Bank reserves the right to terminate your use of GBank Online bill payment service in whole or part, at any time without prior notice. If, for any reason, you should ever wish to cancel GBank Online bill payment services, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service, either by deleting those payments yourself using GBank Online or calling Guaranty Bank's Customer Service at 417-520-0260. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise. Bill payments are not valid outside the United States, and can be made only in United States Dollars. Payments to foreign addresses or in foreign currencies cannot be made.

We will use our best efforts to process all your payments properly. However, Guaranty Bank shall incur no liability if it is unable to complete any payments initiated by you through GBank Online because of the existence of any one or more of the following circumstances:

- Your account does not contain sufficient funds to complete the transaction.
- Our Internet processing center is not working properly and you know or have been advised by the service about the malfunction before you execute the transaction.
- You have not provided us with the correct names or account information for those persons or entities to whom you wish to direct payment.
- Circumstances beyond our control such as, but not limited to, communications failure, fire, flood, or interference from an outside force that would prevent the proper execution of the transaction.

If any of the above conditions cause rejection of any payment instruction, no second attempt will be made to process the payment.

B. Accuracy of Bill Payment Information

We cannot process bill payment entries on your behalf unless we have the correct name, address and account number for your creditor. In the event there is a discrepancy between the creditor name, address or the account number, the payment will be made according to the account number. You must also provide us with the correct payment amount. You alone are responsible for any loss or damage you may suffer as a result of providing us with erroneous information.

C. Provisional Payments

You agree to be bound by the provision of the NACHA rules making a payment to your creditor by the financial institution of your creditor (which may be the Bank if your creditor's account is with us) provisional until your creditor's financial institution receives final settlement for your payment from your account. If final settlement is not received, your creditor's financial institution is entitled to a refund from your creditor of the amount credited. This means your creditor will not have been paid.

D. Compliance With NACHA Rules

You agree to be bound by and to comply with the rules of the National Automated Clearing House Association (NACHA) as they may change from time to time for all bill payment entries whether or not the entry is sent through the Automated Clearing House (ACH) Network. We will make the rules available to you upon request.

E. Canceling Online Payments

After a payment request is submitted, you may cancel a payment (if, for example, a payment date or a payment amount is incorrect) up until the payment is no longer "active". A canceled payment is not a "Stop Payment" as defined in the Deposit Agreement and Disclosure.

F. Stopping Payments on Regular and Recurring Payments

If you wish to stop payment on a regular or recurring online payment you previously authorized and it is too late to cancel the payment as described in the "Canceling Online Payments" section above, you should follow the instructions in your applicable Deposit Agreement and Disclosure. The Bank must receive your request within a reasonable period of time (refer to Deposit Agreement and Disclosure) before the next regular or recurring payment is scheduled to be made. We are not liable for failing to stop payment if you have not given us sufficient information or if your stop payment request comes too late for us to act on it. To request a stop payment, you may contact the Bank at the telephone number or address provided in "Stop Payment" section.

G. Cancellation of Bill Pay Services.

Guaranty Bank reserves the right to terminate your bill payment service in whole or part, at any time without prior notice. Bill payment services may be terminated if the service is not utilized in a six month period. Please note that your bill payment information will be lost if your service is terminated or otherwise disconnected.

If, for any reason, you should wish to cancel your bill payment services, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service, either by deleting those payments yourself using GBank Online Services or by calling Guaranty Bank's Customer Service at 417-520-0260 during business hours on a business day. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your bill pay service has been terminated. We will continue to maintain your accounts until you notify us otherwise, however.

V. General Conditions

A. Payment Account

You must designate a payment account for the monthly fees associated with the use of GBank Online (see paragraph G.). You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for fees and any overdrafts. You hereby grant Bank a security interest in your accounts to secure the payment of all fees and overdrafts.

If you close the payment account, you must immediately notify Guaranty Bank and identify a new payment account for the selected services. Additionally, if you close all Guaranty Bank accounts, you must immediately cancel all your GBank Online services.

B. Maintenance of Account Balances

Guaranty Bank operates in both real time mode (upon receipt) and batch mode (at certain scheduled times) depending upon timing, scheduling, and method of receiving and posting transactions. Transfers and bill payments occur in real time. Some batch transactions such as Automated Clearing House (ACH) debit and credit transactions are posted to your account at various times throughout the Business Day. From time to time during any Business Day, Guaranty Bank may transmit or receive a balance file, which debits or credits your account. Transactions, which may be authorized online such as ATM and point of sale transactions, may also be posted to your account in real time mode. It is your responsibility to see that you have sufficient collected funds in your accounts throughout each day to cover all debits to each account.

C. Overdrafts And Order of Payments

If your account has insufficient funds at the time Guaranty Bank performs any fund transfer (checks, ATM withdrawals, pre-authorized transactions, GBank Online Business Banking transfers and bill payments, etc.) that you have requested for a given business day, then:

1. Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority.
2. If your account still lacks sufficient collected funds, we may allow the electronic funds transfers initiated through GBank Online to be completed resulting in an overdraft of your account, or we may choose not to process certain of your transactions.

If you have a scheduled payment that results in an insufficient funds return, the scheduled payment will not be processed, and no attempt will be made to retry processing the payment.

Your next scheduled payment will not be affected. You are responsible for making any scheduled payments, and paying any related charges or penalties, if Guaranty Bank is unable to make your payment due to insufficient funds.

The Bank reserves the right, in its sole discretion, to refuse to process any item or any transaction which will result in an overdraft of your account. In addition, the bank may choose to close your account. In all events, you will be charged the insufficient funds charges that apply to your account.

D. Account Cancellation

If you wish to cancel any of the GBank Online Services please contact the Guaranty Bank GBank Online Help Desk using Mailbox Services. You may also telephone Customer Service at 417-520-0260. You can send cancellation instructions in writing to Guaranty Bank, 1341 W. Battlefield, Springfield, MO, 65807. You will remain responsible, however, for any transactions then in process and for any fees or overdrafts due at the point of cancellation.

E. Disclosure of Account Information to Third Parties

The Bank maintains procedures designed to protect confidential information about you and your use of the Bank's products and services. It is the Bank's practice not to share confidential information about you outside Guaranty Bank, except as otherwise disclosed and agreed to herein or in any other Service Agreement the Bank may have with you.

The Bank may access information about you and your credit account, deposit account, or other account at the Bank (collectively called "Account") and related paper-based or electronic communications, records and data in transmission or storage with the Bank and the Bank's authorized agents (collectively called the "Information") or release such Information to third parties outside Guaranty Bank only: (a) when the Bank is required to share such information under applicable law or to comply with government agency orders or court orders, (b) when the Bank is legally permitted to share such Information to better serve your interests, including, without limitation: (i) when necessary or incidental to providing the Bank's products or services, or (ii) to report on or verify the existence and conditions of your Account to third parties such as credit bureaus; (c) to monitor or address legitimate business concerns with respect to the Bank's services or products, (d) to protect the Bank's rights or property, or (e) for other purposes with your consent. For example, the Bank may provide such Information about you or your Account to check and credit reporting agencies and may obtain information from such agencies at any time for any lawful purpose. You specifically agree that the Bank may disclose such information to third parties outside Guaranty Bank in the manner described above.

F. Questions or Error Correction on GBank Online Services Transactions

In case of questions or errors about GBank Online funds transfers through GBank Online involving your account, here is what you should do:

- Contact Guaranty Bank by electronic mail (Contact)
- Fax Guaranty Bank at 417-520-6076
- Telephone Guaranty Bank at 417-520-0260
- Write Guaranty Bank at 1341 W Battlefield, Springfield, MO 65807, as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record
- We must hear from you no later than sixty (60) days after we have sent the first paper statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Tell us your name and account number

- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.

Here's what we will do:

- We will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale purchases, after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, 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 ten (10) business days, we will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation. If we do not complete a transfer to or from your Guaranty Bank account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
 - If, through no fault of ours, you do not have enough money in your account to make a transfer.
 - If a legal order directs us to prohibit withdrawals from the account.
 - If your account is closed or if it has been frozen.
 - If you, or anyone you allow, commits any fraud or violates any law or regulation.
 - If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
 - If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
 - If you have not properly followed the instructions for using GBank Online.
 - If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

G. Monthly Fees

Refer to the latest Business Services Fee Schedule provided.

H. Changes to Charges, Fees or Other Terms

We reserve the right to change the charges, fees or other terms described in this Access Agreement. However, when changes are made, we will notify you online, or send a notice to you at the address shown on our records, or send you an electronic mail message (Mailbox services). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions or other change, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to

waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Deposit Agreement and Disclosure.

I. Stop Payments

You may place stop payment orders respecting items drawn on or electronic transactions effecting your accounts. (Excluding GBank Online Electronic Bill Payments) You agree to follow the procedures set forth in the Deposit Account Agreement and Disclosure. The following information is required to be accurately provided to us as a condition to effecting a stop payment order: (a) the number of the account against which the item is drawn; (b) date of the item; (c) item number; and (d) exact amount (dollars and cents) of the item. Accuracy is essential since stop payment orders are processed by computers operating on the basis of precise data. If any of the required information is incomplete or incorrect, we will not be responsible for failing to effectuate the order. Stop payment requests which cover a range of checks that are missing or stolen may be processed without regard to dollar amount. A stop payment order becomes effective when we confirm its receipt and have verified that the item or transaction has not been paid. We will not be able to verify this immediately for items paid more than 60 days prior to your request. An oral stop payment notice is effective fourteen (14) days unless confirmed in writing within that time. Stop payment orders are in effect for six months and can be renewed for an additional 6-month interval at your request. From time to time, the online system may be inoperable. If that occurs, you may transmit stop payment orders by telephone instruction. You are advised that under applicable state law, stopping payment on a check may not relieve you of your obligation to pay the check. To request a stop payment, call Guaranty Bank Customer Service at 417-520-0260, or write Guaranty Bank, 1341 W. Battlefield, Springfield, MO 65807.

J. Service Changes and Additions

You may request at any time to change the processing instructions for any Service. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon your request. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an authorized person you designate. Changes are subject to our approval. Bank may, from time to time, introduce new online services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

K. Unauthorized Transactions on Your Guaranty Bank Accounts

Notify us immediately if you believe another person has improperly obtained your Online password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call Guaranty Bank Customer Service at 417-520-0260, or write Guaranty Bank, 1341 W Battlefield, Springfield, MO 65807. If your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately.

L. Integration of Agreements

This Agreement supersedes all prior agreements and understandings, oral or written, between you and us relating to any service (excluding the current Deposit Account Agreement and Disclosure and excluding any security procedure previously agreed upon unless we notify you otherwise in writing). The terms and conditions of this Access Agreement are in addition to the terms and conditions of any credit agreement you may have with us. If you elect to receive other services from us, the terms and conditions for such services shall be incorporated herein by this reference.

This Access Agreement is binding upon each of our respective successors and permitted assigns. You may not assign any of your rights or duties described in this Access Agreement without our prior written consent. This Access Agreement is not for the benefit of any other person, and no other person has any right under this Access Agreement against you or us. Nothing contained in this Access Agreement creates any agency, fiduciary, joint venture or partnership relationship between you and us. We are responsible only for performing the Services expressly provided for in this Access Agreement or by subsequent agreement between us. We may contract with an outside vendor in providing any GBank Online service.

If any provision of this Access Agreement or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Access Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void and unenforceable to the fullest extent permitted by law. With respect to a given service, this Access Agreement shall be governed by and interpreted according to federal law, the NACHA rules and the law of the state of Missouri.

No delay or failure to exercise any right or remedy under this Access Agreement shall be deemed to be a waiver of such right or remedy. No waiver of a single breach or default under this Access Agreement is a waiver of any other breach or default. Any waiver under this Access Agreement must be in writing.

M. Information Processing and Reporting

We may offer you a number of services which require us to receive, process, and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information which you or others provide to us. We shall be protected in acting on any oral or written request believed in good faith to be genuine and to have been made by your Account Administrator or any authorized User. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Access Agreement and any operating procedures. Unless we agree otherwise in writing, we will not be required, by means of any security procedures or otherwise, to detect errors in the transmission or content of any information we receive from you or third parties.

You acknowledge that it is not possible for our services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to submit corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

N. Limitation of Liability

Guaranty Bank will not be liable for loss or damage of any kind if we do not complete a transfer to or from any Activated Account on time or in the correct amount according to our agreement with you if:

- Through no fault of ours, you do not have enough money in your account to make a transfer.
- A legal order directs us to prohibit withdrawals from the account.

- Your account is closed or if it has been frozen.
- You, or anyone you allow or acting on your behalf, commits any fraud or violates any law or regulation.
- Any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- You have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- You did not authorize payment early enough for the payment to be scheduled, transmitted, received and credited by your creditor's Due Date.
- The Bank made timely payment but your creditor did not properly credit our payment after receipt.
- You have not properly followed the instructions for using GBank Online Services.
- The transfer or payment could not be made or completed due to system unavailability.
- Circumstances beyond our control (such as fire, communications failures, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (e) accidents, strikes or labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds transfer system rule, guideline, policy or regulation; or (h) our inability to confirm to our satisfaction the authority of any person to act on your behalf.

Except for losses caused by our gross negligence or willful misconduct, our liability for any loss, cost, or liability arising from our actions or omissions will not exceed the average monthly charge for the Service in question for the month preceding the date of loss, except as otherwise required by law. We will not be responsible, under any circumstances, for any punitive damages or for any special, consequential or indirect damages which you incur in connection with this Agreement or the services, even if we are aware of the possibility for such damages. This provision shall survive the termination of all Services.

You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability, and (b) your agreement to review statements and notices promptly and to notify us immediately of any discrepancies or problems.

O. Limitations on Use and Access

Unless you have our prior written consent, you may not: (a) permit a third party to initiate any service we provide you on your behalf; or (b) use any services we provide you to process transactions on behalf of others.

P. Protection from Third Parties

You will indemnify and defend us against and hold us harmless from any and all liabilities, claims, costs, expenses and damages of any nature (including reasonable attorney's fees) arising out of or relating to disputes or legal actions by parties other than you and us concerning a service. The obligations contained in the preceding sentence will continue after a service you are using is terminated. This section does not apply to any cost or damage incurred by a third party which is attributable to our negligence or intentional misconduct and for which we are legally responsible.

Q. Representations and Warranties

On and as of each day we provide any service to you, you represent and warrant to us that: your agreement to each provision contained in this Agreement is a duly authorized, legal, valid, binding and enforceable obligation; the debiting or crediting of any account is not inconsistent with any restriction on the use of that account; all approvals and authorization required to permit the execution and delivery of this Agreement and any supplementary materials and any other necessary documentation, and the performance and consummation by you of the transactions contemplated under each service we provide you, have been obtained, including but not limited to due authorization from each applicable third party to allow you to transfer funds to or from and to access information from such party's account; and your performance of your obligations will not violate any rule, law, regulation, judgment, decree or order applicable to you, your accounts or this Access Agreement.

R. Termination

You or we may terminate some or all of the services governed by this Access Agreement, with or without cause, by giving thirty days prior notice to the other party. We may terminate the Services immediately if: (a) you breach any agreement with us; (b) the confidentiality of the Security Procedures is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving your account or a service; (d) you become insolvent or the subject of a bankruptcy or dissolution proceeding; (e) you make any assignment for the benefit of creditors; (f) you fail generally to pay your debts as they become due; (g) your payment account is overdrawn; (h) any material adverse change occurs in your financial condition; (i) you close your payment account; (j) you do not use your GBank Online services for a six (6) month period, or (k) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services.

These obligations will continue after a service you are using has been terminated. Termination of a service you use does not affect your payment obligations for services we provide to you before the service is terminated or any other obligation which survive termination.

S. Security

The Bank will take reasonable steps in connection with the services to ensure the security and confidentiality of your financial records and transactions under the services. Such steps may include, without limitation, creating security firewalls in its computer systems to protect against access by any unauthorized person and implementing other commercially reasonable security techniques. At all times you agree to comply with all security procedures the Bank may impose from time to time in connection with your use of the services. You agree the security techniques used by the Bank, its affiliates and agents in connection with the services are commercially reasonable security procedures and, as a result, you assume all risk of loss for unauthorized transactions where the Bank has followed its then current security procedures.