

Access Agreement - Retail

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I. Introduction

This GBank Online Access Agreement ("Access Agreement") for accessing your Guaranty Bank accounts through GBank Online explains the terms and conditions governing the online banking services and bill pay offered through GBank Online. By using the GBank Online Services, you agree to the terms and conditions of this Access Agreement. This Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is no applicable Federal law or regulation, 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 on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays. GBank Online can be used to access Guaranty Bank accounts. The applicable account disclosure statement ("Deposit Agreement and Disclosure") also governs each of your accounts at Guaranty Bank.

II. Accessing Your Guaranty Bank Accounts through GBank Online

A. Requirements

To access your accounts through GBank Online, you must have a Guaranty Bank account, access to Internet service, and an e-mail address. Once you have accepted this Access Agreement and we have verified your account information, we will send you, by email, a confirmation of our acceptance of your enrollment, and, for your security, we will email your assigned login ID and mail your temporary password. GBank Online can be used to access only the Guaranty Bank accounts which you have designated for access in your Enrollment Form. You can add or delete any of your accounts from this Agreement on the "Accounts" page by clicking on the "Contact" link and sending an electronic mail request providing the account number.

B. Electronic Mail (E-mail)

Sending electronic mail (E-mail) through GBank Online is a way to communicate with us. E-mail is provided for you to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your password to a session of GBank Online. To ensure the security of your account information, we recommend that you use E-mail when asking specific questions about your account(s). You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within GBank Online or call 417-520-0260.

C. Fees

There are no monthly or transaction fees for accessing your account(s) through GBank Online.

D. New Services

We 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.

E. Benefits of Using GBank Online

With GBank Online, you can manage your personal or small business accounts from your home or office on your personal computer. You can use GBank Online to:

- View account balances and review transaction history.
- Transfer money between accounts. (As noted in the applicable account Deposit Agreement and Disclosure Statement).
- Pay bills to any merchant, institution or individual.
- Communicate directly with us through E-mail.

III. Terms and Conditions

The first time you access your accounts through GBank Online you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure.

A. Your GBank Online Password

You will be given a GBank Online Password that will give you access to your accounts. The first time you login to GBank Online you are required to change your password. For security, we require that you create a password that utilizes both alpha and numeric characters, that you change your password regularly, and that your password not be associated with any commonly known personal identification, such as social security number, address, date of birth, names of children, and that you memorize this password rather than write it down. This password can be changed within GBank Online using the "Options" button.

You are responsible for keeping your password, account numbers and other account data confidential. We will act on instructions received under your password. We undertake no obligation to monitor transactions through GBank Online to determine that they are made on behalf of the accountholder.

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.

B. Payment Account

Although there are no fees for accessing your accounts through GBank Online, you may be asked to designate a payment account for selected services such as Bill Pay. 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 the fees. If you close the payment account, you must notify us and identify a new payment account for the selected services. Additionally, if you close all Guaranty Bank accounts, you must notify Guaranty Bank Customer Service to cancel the GBank Online services. Your GBank Online access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, GBank Online services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must re-enroll for online banking. If you do not access your accounts through GBank Online for any six month period, we reserve the right to discontinue your service without notice. Please note that your bill payment information will be lost if you are discontinued. You agree to be responsible for any telephone charges incurred by accessing your accounts through GBank Online. If you wish to cancel any of the GBank Online services offered through GBank Online, please contact Guaranty Bank Customer Service at 417-520-0260 or send us cancellation instructions in writing to Guaranty Bank, 1341 W. Battlefield, Springfield, MO 65807.

C. Our Liability

Except as specifically provided in this Agreement or where the law requires different standards, you agree that neither Guaranty Bank nor the service providers shall be responsible for loss, property damage or bodily injury, whether caused by the equipment, software, Guaranty Bank, or by Internet access providers, or online service providers or by an agent or subcontractor of any of the foregoing, nor shall Guaranty Bank or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the online services, or the Internet or access thereof.

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 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 available funds 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 GBank Online 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 GBank Online.
9. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communications lines) prevent the transfer, despite reasonable precautions that we have taken.

D. Overdrafts: Order of Payments, Transfers, And Other Withdrawals

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, Visa debit card transactions, pre-authorized transactions, GBank Online 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, and
2. The electronic funds transfers initiated through GBank Online may result in an overdraft of your account or, at our discretion, we may cancel the transfer.

In addition, you will be charged the same charges that apply to your account.

E. Hours of Accessibility

You can access your 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. You will be notified online when this occurs. Our business days are Monday through Friday. Saturday, Sunday and Federal holidays are not included as a business day.

F. Additional Terms and Conditions

Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available as the transactions are posted to your account.

Transferring Funds - 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.

IV. GBank Online Payment Service

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 to be deducted from your checking account 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 Midnight (Central Time), of the 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 "View Posting" 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.

C. Bill Pay Fees

Please refer to the most recent fee schedule that you have been provided.

V. General Terms

A. Changes to Charges, Fees or Other Terms

We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, 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 (E-mail). 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, 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. The applicable Deposit Agreement and Disclosure govern changes to fees applicable to specific accounts.

B. Disclosure of Account Information

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The Bank may also provide information about your account(s) to persons or companies the Bank believes 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, the Bank routinely informs a credit bureau when accounts are closed by the Bank because they were not handled properly. The Bank may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

C. Questions or Error Correction on GBank Online 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 us by electronic mail (E-mail)
- Fax us at 417-520-6076
- Telephone us 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, 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, 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.

D. Other General Terms

Other Agreements - In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Deposit Agreement and Disclosure, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also. We reserve the right to terminate this Agreement and your access to GBank Online, in whole or in part, at any time without prior notice.

VI. Protecting Your Account

A. Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call Guaranty Bank Customer Service at 417-520-0260.

Protecting Personal Information - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your accounts. It is your responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your GBank Online Password - The password that is used to gain access to GBank Online should also be kept confidential. For your protection we recommend that you change your password regularly. It is recommended that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify Guaranty Bank Customer Service at once at 417-520-0260.

B. Unauthorized Transactions in Your Guaranty Bank Accounts

— Electronic Fund Transfers (Regulation E)

Notify us immediately if you believe another person has improperly obtained your GBank Online password or if you believe that an electronic fund transfer has been made or may be made without your permission. Notify us immediately if you suspect any fraudulent activity on your account. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your password without your permission.

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

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told

us in time. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, we may extend the time periods.

Also refer to your account disclosure regarding Electronic Fund Transfers -Your Rights and Responsibilities.

Contact in event of unauthorized transfer – If you believe your password has been stolen, call 417-520-0260 or write: Guaranty Bank, 1341 W. Battlefield, Springfield, MO 65807.