



McGehee Bank Internet Banking

- 1. Read the McGehee Bank Internet Banking Agreement and Disclosure.**
- 2. Fill out the Internet Banking Enrollment Form and return the original to McGehee Bank by dropping it off at one of our locations or mail to:**

**McGehee Bank
Attn: Internet Banking
P.O. Box 787
McGehee, AR 71654-0787**

- 3. If you have any questions, please contact the bank at 870-222-3151.**

McGehee Bank Internet Banking Agreement and Disclosure

PLEASE READ THIS AGREEMENT & DISCLOSURE CAREFULLY BEFORE AGREEING TO ITS TERMS AND CONDITIONS. BY ACCEPTING THIS AGREEMENT & DISCLOSURE, YOU ACKNOWLEDGE AND AGREE THAT ITS TERMS AND CONDITIONS WILL APPLY TO AND GOVERN YOUR USE OF THE MCGEHEE BANK INTERNET BANKING SERVICES OFFERED BY MCGEHEE BANK; THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND DISCLOSURE, AND THAT THESE TERMS AND CONDITIONS CONSTITUTE A VALID AND BINDING LEGAL CONTRACT BETWEEN YOU AND THE BANK.

If you have questions about this Agreement & Disclosure or its terms and conditions, please contact our Bookkeeping Department at (870) 222-3151.

1. INTRODUCTION

This McGehee Bank Internet Banking Agreement and Disclosure (referred to throughout the remainder of this document as the "Agreement") between you (referred to as "you" or "the Customer") and McGehee Bank governs your use of McGehee Bank's McGehee Bank Internet Banking Services, defined as any electronic service provided by the Bank that permits you to access financial services or account information through the Internet by use of a personal computer (referred to throughout the remainder of this document as "McGehee Bank Internet Banking Services" or "M.B.I.B.S."). By using M.B.I.B.S., you agree to all of the terms and conditions of this Agreement. Please read it carefully and keep a copy for your records. You are responsible for providing your own access to the Internet through the Internet Service Provider of your choice. The Bank shall have no responsibility to provide you with access to the Internet. The terms and conditions of this Agreement are in addition to, and shall supplement, the terms, conditions, rules and regulations that apply to any of your existing McGehee Bank accounts or services of the Bank which you currently use.

2. DEFINITIONS

In addition to those terms that have been previously defined in this Agreement, the following terms used in this Agreement shall have the following meanings:

"Business Day Cut-Off Time" -- The latest time on any Business Day at which McGehee Bank will accept a Transaction through M.B.I.B.S. for same-day ledger posting to the affected McGehee Bank Account or Accounts. For M.B.I.B.S. Transactions, this time is currently 2:00 P.M. Central Time. Transactions received after 2:00 P.M. Central Time will not be posted until the next banking business day.

"Account" -- Any account at McGehee of which you are the owner or an authorized signer.

"Password" -- A unique code which is to be known only to each M.B.I.B.S. customer and the Bank, initially assigned to each customer by the Bank but thereafter to be selected by the customer. Each customer must use their unique

M.B.I.B.S. Password and ID to obtain account information and perform Transactions through M.B.I.B.S.

"Transaction" -- A debit or credit to an Account.

3. ABOUT MCGEHEE BANK INTERNET BANKING.

M.B.I.B.S. consists of an online banking web site that enables you to review your current and historical Account Information and transfer funds between your Accounts. The use of M.B.I.B.S. does not affect the applicable minimum balance requirements of, service fees of, or rates of interest payable on, any McGehee Bank Account.

4. SERVICE AVAILABILITY

M.B.I.B.S. is intended to be available three hundred and sixty-five (365) days a year. However, it is necessary to interrupt service from time to time to perform periodic system and account maintenance. Unforeseen technical difficulties may also interrupt service. The Bank is not responsible for account or transfer deficiencies due to service outages.

5. INTERNET SECURITY INFORMATION

McGehee Bank's M.B.I.B.S. utilizes a comprehensive security strategy to protect your Accounts and Transactions conducted over the Internet. In addition to log-on security, M.B.I.B.S. uses SSL (secure socket layer) encryption technology for all information and banking Transactions you exchange or conduct through the system. Your Internet browser automatically activates this technology when it attempts to connect to M.B.I.B.S. Your Internet browser must, at a minimum, support 128-bit encryption.

From time to time, there may be security notices posted on McGehee Bank's general web site or the M.B.I.B.S.'s web site at www.mcgeheebank.com regarding security issues. It is your responsibility to read all applicable notices. One of the main security features guarding the use of M.B.I.B.S. is the unique combination of your M.B.I.B.S. ID and Password. It is important that you protect the security of your M.B.I.B.S. ID and Password by keeping them secret. By entering into this Agreement and using M.B.I.B.S., you agree to protect the security of your M.B.I.B.S. ID, M.B.I.B.S. Password, and any other numbers, codes, marks, signs, keys, or other means of identification of you as an M.B.I.B.S. user, which may be devised or established from time to time.

McGehee Bank reserves the right to block your access to M.B.I.B.S. to maintain or restore security to the Bank's account information and data processing systems if the Bank reasonably believes your means of identification as a M.B.I.B.S. user (including, but not limited to, your M.B.I.B.S. Password, ID, or other M.B.I.B.S. access codes) has been or may be obtained or are being used or may be used by an unauthorized person or persons. You are liable and responsible for all Transactions made through McGehee Bank Internet Banking Services using your means of identification, whether those Transactions are made by you or any person you authorize, permit or enable to have your means of identification, (even if the person exceeds your authority) or by any person who obtains through you, by whatever means, your means of identification. If you have

given someone your means of identification and wish to terminate their authority, or if you know or believe that your means of identification has been or is otherwise compromised, you must notify the Bank in writing so that the Bank can take the necessary steps to change the means of identification. You agree to defend, hold harmless, and indemnify the Bank from and against any and all claims of any nature arising out of any such access by a person you have authorized, permitted or enabled to have access to your McGehee Bank Accounts via M.B.I.B.S., including any person who obtains through you, by whatever means, your means of identification.

6. REGISTRATION PROCESS

In order to obtain and use M.B.I.B.S., you must complete our initial registration process. The M.B.I.B.S. registration process involves completing an application that will identify your McGehee Bank Accounts and all information we will need to make M.B.I.B.S. available to you.

7. LOG-ON SECURITY

As noted in Section Five (5) of this Agreement, security is very important to M.B.I.B.S. Prior to activation of your M.B.I.B.S. service, McGehee Bank's Bookkeeping Department will verify your identity and authorization to obtain information and conduct Transactions on the Accounts you have requested us to include in your M.B.I.B.S. service. Within two (2) business days, you will receive a unique M.B.I.B.S. ID and M.B.I.B.S. Password. After your initial sign-on to M.B.I.B.S., you will be prompted by M.B.I.B.S. to change your Password. To help prevent unauthorized access to M.B.I.B.S. and ensure the security of your Accounts, we will end your M.B.I.B.S. online session if we have detected no activity for five (5) minutes. This procedure is to protect you in case you accidentally leave your computer unattended while you remain logged on to M.B.I.B.S. Because your M.B.I.B.S. Password is used to access your Accounts, you should treat it as you would any other sensitive personal data. You should carefully select an M.B.I.B.S. Password that is hard to guess. Keep your M.B.I.B.S. Password safe. Memorize your M.B.I.B.S. Password and never tell it to anyone. You will be required to change your M.B.I.B.S. Password every 160 days. This can be done from the "Main" menu at any time as often as you like after you log on to M.B.I.B.S.

8. ACCOUNTS

You may request access through M.B.I.B.S. to any McGehee Bank Account of which you are an owner and/or an authorized signer. If you desire services that allow you to initiate transfers between two (2) accounts, you will need to be an owner and/or an authorized signer for both accounts to be able to complete the Transaction. By using M.B.I.B.S., you agree to maintain one or more Accounts with us and to keep sufficient balances in your Account or Accounts to cover any Transactions and fees that are ultimately approved by or related to M.B.I.B.S. If an Account included in your M.B.I.B.S. access is jointly held or has multiple signers, you agree that any and all use of your M.B.I.B.S. ID and Password to obtain information concerning the Account and initiate transactions on the Account is authorized unless we have been notified to cancel your M.B.I.B.S. service in writing. When you instruct McGehee Bank to transfer funds

between or among your Accounts through M.B.I.B.S., you authorize the Bank to withdraw the necessary funds from the Account you designate. As with any funds transfer request, whether or not utilizing M.B.I.B.S., you agree that you will instruct the Bank to make a withdrawal only when a sufficient balance is or will be available in your designated McGehee Bank account at the time of the withdrawal.

9. CANCELLATION OF MCGEHEE BANK INTERNET BANKING SERVICE

Your M.B.I.B.S. service may be canceled in whole or in part by McGehee Bank at any time without prior notice for any reason, including, but not limited to, insufficient funds in one or more of your Accounts or other circumstances that may create an unanticipated liability to the Bank. The Bank will use commercially reasonable measures to notify you of in advance of such cancellation, but is not obligated to do so.

After such cancellation by the Bank for insufficient funds, the Bank may reinstate your M.B.I.B.S. service once sufficient funds are available in your Accounts to cover any fees and other pending Transactions or debits. You may request reinstatement of M.B.I.B.S. service after such cancellation by calling the McGehee Bank Bookkeeping Department at (870) 222-3151. The Bank reserves the right to refuse to reinstate M.B.I.B.S. service canceled by the Bank. You may cancel your M.B.I.B.S. service at any time by notifying the Bank by mail at McGehee Bank, Attention: Bookkeeping Department, P.O. Box 787, McGehee, AR 71654-0787. In the event of cancellation of your M.B.I.B.S. service by either you or the Bank, you will remain responsible for all Transactions approved by M.B.I.B.S. prior to the cancellation, together with any other fees associated with M.B.I.B.S. service.

10. BALANCE INQUIRIES AND FUNDS TRANSFER LIMITATIONS

You may use M.B.I.B.S. to check the balance of your accounts and to transfer funds among your Accounts. According to Federal regulations, you may not make more than six (6) pre-authorized or automatic transfers from any Money Market Deposit Account or Savings Account during any single monthly statement period. There are no limits to the number of transfers which can be made from any Demand Deposit or NOW (collectively referred to as "Checking") Account.

The balances in your Accounts shown by M.B.I.B.S. may include deposits still subject to verification by the Bank. The Account balances shown by M.B.I.B.S. may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request.

The Account balances shown by M.B.I.B.S. are updated periodically. There may be situations that cause a delay in an update of your balances. M.B.I.B.S. will use the most current balance available in the Bank's primary computer records at the time of a Transaction request in determining whether to approve the request

11. THE BANK'S LIABILITY FOR INCOMPLETE TRANSACTIONS

It is the Bank's responsibility to process and complete all

transfers properly initiated through M.B.I.B.S. in accordance with this Agreement. Funds transfers will be processed within two (2) Banking Business Days of your completion of the funds transfer Transaction in M.B.I.B.S.. HOWEVER, McGehee Bank will not be liable if any of the following occurs:

- The available balance in your Account that is to fund the funds transfer is insufficient at the time that M.B.I.B.S. attempts to complete the Transaction;
- Funds in your Account are subject to legal process or other encumbrances restricting the funds transfer;
- You had knowledge of or questions about the possible malfunction of M.B.I.B.S. or the Bank's main computer system when you initiated the Transaction;
- The failure of M.B.I.B.S. to complete the funds transfer was not intentional and resulted from a bona fide error, notwithstanding the maintenance of procedures reasonably designed and adapted to avoid any such error;
- Any information you provide is incorrect;
- There are any delays by any other parties;
- Natural disasters (fire, flood, tornado, etc.) or other uncontrollable circumstances (mail delays, power failures, civil disobedience, etc.) prevent proper completion of the Transaction despite reasonable precautions we have taken;
- Other applicable laws and/or regulations exempt McGehee Bank from liability;
- It can be shown that any delay may have been caused by a malfunction in communications facilities not under the Bank's control that may have affected the accuracy or timeliness of a funds transfer;
- It can be shown that a delay may have been caused by a malfunction in your Internet Service Provider or browser software, or by a computer virus or related problem which may be attributable to your Internet Service Provider, your use of the Internet, or your use of any computer software or diskette; or
- If a delay causes you no losses or damages which you can prove in court.

12. NOTICE OF YOUR RIGHTS AND LIABILITIES

Notify the Bank immediately if your M.B.I.B.S ID and Password have been compromised, lost, stolen, or used without your authorization. Failure to notify us immediately could result in your loss of all funds accessible through your M.B.I.B.S. Password. Telephoning us at (870) 222-3151 is the best way of limiting your possible loss. You could lose all the money in your Accounts, plus the full amount of any pre-approved overdraft line of credit or overdraft privilege, if you have one. If we are notified within two (2) Business Days after you discover that your M.B.I.B.S. ID and Password have been compromised, lost or stolen, you can lose no more than \$50 if someone used it without your permission. If you do not notify us within two (2) Business Days, and we can prove we could have prevented someone from using your M.B.I.B.S. ID and Password without your permission, you could lose as much as \$500. If your statement shows unauthorized transfers, notify us within sixty (60) days after the statement is mailed to you or viewed on your computer. After sixty (60) days, if we can prove that we could have stopped someone from taking the money if we had been told, you may not get back any money from us. If a good reason such as a long trip or hospital stay kept you from telling us,

we may extend the sixty (60) day time period for notification to a reasonable time.

13. ERRORS AND QUESTIONS

In cases of errors or questions concerning Transactions completed with M.B.I.B.S., do one of the following, as soon as possible:

- Telephone the McGehee Bank Bookkeeping Department at (870) 222-3151; or
- Write to the Bank at McGehee Bank, Attention: Bookkeeping Department, P.O. Box 787, McGehee, AR 71654-0787.

We must hear from you within sixty (60) days after you receive the first statement or notification in which the error or problem appeared. Please include the following information:

- Your name;
- Your Account Number and M.B.I.B.S. ID;
- Description of the error;
- The amount of the error

We will tell you the results of our investigation within ten (10) Business Days after we hear from you. If we need more time we may take up to forty-five (45) Business Days to investigate. If we choose to take up to forty-five (45) Business Days, we will give you a provisional credit to your Account within ten (10) Business Days. If we decide there was no error, we will furnish you with a written explanation within three (3) Business Days after the investigation is complete.

14. LIMIT OF BANK AND OTHER PROVIDERS' RESPONSIBILITY

McGehee Bank agrees to make reasonable efforts to ensure full performance of M.B.I.B.S. The Bank will be responsible for acting only on those instructions sent through M.B.I.B.S. that are actually received, and cannot assume responsibility for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of messages you send. McGehee Bank is not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet Service Provider or caused by any browser software. Any information you receive from McGehee Bank can only be provided on a best efforts basis for your convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information. McGehee Bank is not responsible for any computer virus or related problems that may be attributable to M.B.I.B.S. or to any services provided by any Internet Services Provider. The Bank may on a regular basis perform maintenance on M.B.I.B.S. or other equipment and systems operated by the Bank or its service providers that may result in interruption of M.B.I.B.S service, and the Bank will not incur any liability to you as the result of any such interruptions.

MCGEHEE BANK MAKES NO EXPRESSED OR IMPLIED WARRANTIES CONCERNING MCGEHEE BANK INTERNET BANKING SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS, AND THEN

ONLY TO THE EXTENT, THAT DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

15. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

Information about your Account(s) or the Transactions you initiate will be disclosed to third parties only if at least one of the following applies:

- It is necessary to complete a Transaction;
- To verify the existence and condition of your Account to a credit bureau or merchant;
- To comply with a governmental agency, court order, or lawful subpoena, or to a person authorized by law to inspect or review our records in the course of such person's official duties;
- To any attorney or collection agent of the Bank;
- To an employee or outside auditor of the Bank solely for the purpose of an official audit or accounting, or to any other person for the purpose of servicing your Account relationship, including preparation of the periodic statement of account, but only to the extent actually necessary to accomplish such purposes;
- If permission is given by you, which we may require to be in writing;
- To collect information for internal use, the use of our service providers, and our servicing agents and contractors concerning M.B.I.B.S.;
- It involves a claim by or against us concerning a deposit to or withdrawal from your Account;
- Where otherwise required or permitted under state or federal laws and/or regulations.

16. NO SIGNATURE REQUIREMENTS

When any transfer generates items to be charged to your Account, you agree that the Bank may debit the designated Account, or the Account on which the item is drawn, without requiring your signature on the item and without any notice to you.

17. ASSIGNMENT

McGehee Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party. You may not assign any of your rights or duties under this Agreement at any time.

18. ELECTRONIC AGREEMENT

Subject to your right to withdraw your consent and/or obtain paper copies of the Agreement as provided below, you agree to receive an electronic Agreement in order to use M.B.I.B.S. You agree that the electronic Agreement will be sufficient as "writings" under applicable law or regulation. Your consent to receive Agreements electronically applies to the M.B.I.B.S. Agreement & Disclosure relating to your use of M.B.I.B.S. that we are required by applicable law or regulation to provide or make available to you in writing.

Right to Withdraw Consent for Electronic Agreements.

You have the right at any time to withdraw your consent to receive electronic Agreements with respect to M.B.I.B.S. services, and you may request and receive a paper copy of the Agreements. If you choose to withdraw such consent, or to request a paper copy of the Agreements, please contact us by writing:

McGehee Bank Bookkeeping Department
P.O. Box 787
McGehee, Arkansas 71654-0787

If you withdraw your consent for electronic Agreements, we will mail you paper copies of Agreements that we are required to make after the withdrawal of your consent, however, the withdrawal of your consent will not affect the legal validity or enforceability of prior electronic Agreements. To the fullest extent allowed by law, we reserve the right to charge a fee for paper copies of Agreements in our discretion. We also reserve the right to terminate your use of M.B.I.B.S. should you withdraw your consent for electronic Agreements for the service.

Delivery of Electronic Disclosures; Updating E-Mail

Address. We may make electronic Agreements available by posting them at our web site, www.mcgeheebank.com, by posting them on M.B.I.B.S. or by transmitting them to you at the e-mail address you have provided to us. You must promptly notify us if your e-mail address changes. You may change your e-mail address by contacting the Bank during normal business hours.

19. AMENDMENTS

The Bank may amend this Agreement in whole or in part at any time. If such an amendment changes any term(s) or condition(s) of this Agreement in a manner which would result in a greater cost or liability to you, or decrease or limit access to your Account(s), the Bank will notify you at least thirty (30) days in advance. If you have not withdrawn your consent, you agree that we may send change of terms notices to you via electronic messaging, and you will be deemed to have received such notices or disclosures three days after they are sent, whether or not you have retrieved them by that time. If we mail a paper copy of the Agreement to you we will use your current address shown on the Bank's records. You understand that by using M.B.I.B.S. after you have been notified of such an amendment, and it becomes effective, you will have agreed to the amendment and are bound by its terms. Amendments or changes to the M.B.I.B.S. Agreement and the term(s) or condition(s) of this Agreement may be made by the Bank without prior notice to you if such amendments or changes do not result in higher fees, restriction in service, or increased liability to you.

20. ENTIRE AGREEMENT

This Agreement is the entire agreement between you and McGehee Bank regarding your use of M.B.I.B.S., and it supersedes any prior discussions and agreements between you and the Bank regarding M.B.I.B.S., and supersedes any marketing or similar material pertaining to M.B.I.B.S. delivered to you in writing, verbally or obtained at any Bank Internet site or the site of any Internet Service Provider. This Agreement supplements any other agreements or disclosures related to your Account(s), including, but not limited to, the Bank's standard deposit account agreement and disclosures. In the event of a conflict between this Agreement and any other agreement between you and the Bank concerning your Account(s), or any statements made to you by employees or agents of the Bank concerning your Account(s), this Agreement shall supersede and control.

21. LIMITATION OF LIABILITY
EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR BY APPLICABLE LAW, YOU AGREE THAT NEITHER MCGEHEE BANK NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGE, WHETHER CAUSED BY THE EQUIPMENT, THE SERVICE, THE FINANCIAL SOFTWARE, OR MCGEHEE BANK. IN NO EVENT SHALL MCGEHEE BANK OR ITS SERVICE PROVIDERS BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES CAUSED BY M.B.I.B.S. OR ANY INDIVIDUAL'S USE THEREOF, OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF ANY SOFTWARE, EVEN IF MCGEHEE BANK HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any issue relating to an account or service with McGehee Bank which you access through M.B.I.B.S. shall be governed by the laws specified in the agreement for that Account or service if there is a separate agreement for that Account or service. BY SUBMITTING A MCGEHEE BANK INTERNET BANKING SERVICES APPLICATION TO MCGEHEE BANK, YOU WILL BE ACKNOWLEDGING AND AGREEING THAT THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT WILL APPLY TO AND GOVERN YOUR USE OF M.B.I.B.S.

