

# **ESB FINANCIAL**

## **INTERNET BANKING AGREEMENT AND DISCLOSURE STATEMENT**

This Internet Banking Agreement and Disclosure Statement (the "Agreement") covers the use of ESB Financial's Internet Banking ("ESB Online"). You should read this Agreement carefully and keep it and any other documentation for future reference. By using ESB Online, you agree to abide by and be bound by the terms and conditions of this Agreement.

Throughout this Agreement, the words "we," "us," or "our" mean, collectively, ESB Financial, its subsidiaries and affiliates (including, without limitation, variations of bank name) and all of their respective successors or assigns. "You" or "your" means each owner of the Account or Accounts which will be accessible through the Service. Whenever "you" refers to more than one person with respect to any such account or relationship, the obligations and agreements applicable to you under this Agreement shall be deemed to be joint and several.

ESB Online is normally accessible seven (7) days a week, twenty-four (24) hours a day with the exception of short periods for scheduled maintenance and/or upgrades. Our business days are Monday through Friday, excluding federal holidays.

### **TECHNICAL REQUIREMENTS**

You will need a personal computer (PC) and access to the Internet. You are responsible for the installation, maintenance and operation of your computer and installed software.

In order to use ESB Online, your PC must be equipped with:

- Microsoft Internet Explorer 7.0 or higher or Mozilla Firefox 3.0
- Adobe Acrobat Reader (to view E-Statements)
- The browser must support 128-bit SSL encryption
- Up-to-date anti-virus software
- The latest security updates (known as updates or patches) for your browser and your operating system
- Printer (to print E-Statements)

We recommend that you routinely scan your PC using a reliable anti-virus product and remove any viruses or malware found.

We shall not be responsible for any problems that may be associated with a found virus or malware.

In addition, ESB Financial shall not be responsible for any errors or failures involving your Internet service, software installation or your computer.

### **ENROLLMENT**

#### **USER ID AND PASSWORD SECURITY**

ESB Financial uses the following four points of security for ESB Online.

- **Secure Website**...noted by the https at the beginning of the website's address.
- **User ID**...must be at least six characters in length with a minimum of one alpha character and one numeric character.
- **Password**... must be at least eight characters in length with a minimum of one lowercase alpha character and one numeric character. We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any known personal identification, such as social security numbers, address, date of birth, names of children and should be memorized rather than written down. You can change your Password at any time through ESB Online>Services>Change Password. You will also be required to change your Password every 182 days.
- **Challenge Question**...be sure to use questions that others will not know about you.

Upon three unsuccessful attempts to login to your account, your access to the system will be locked-out for up to 24 hours. To immediately re-establish your authorization to use the system, you must contact us to have your password reset or to obtain a new temporary password. We must be able to establish your identity when you call us to reset your password.

Our employees will never contact you by phone, fax, mail, email or any other communication method and ask for your user ID(s) and/or password(s). You should regard such emails as fraudulent and contact us immediately at (620) 342-3454. We will then forward pertinent information to local and/ or federal authorities.

You must not disclose your User ID or password to anyone. You are responsible for protecting your login information. If you disclose your login information to another person, whether it is intentional, accidental, reckless or negligent action, you are responsible for any consequences that may result from such disclosure, unless otherwise prohibited by law.

### **ELIGIBILITY & ACCOUNT ACCESS**

You must be an owner, joint owner, or authorized signer on each account that you access on ESB Online. Provisions of joint account ownership apply to the ESB Online. You authorize each owner and authorized signer of the account(s) to use the ESB

Online. Each account owner and each authorized signer must enroll and obtain an individual User ID and Password. ESB Financial reserves the right to refuse to include any of your accounts from ESB Online. We undertake no obligation to monitor transactions through the system to determine that they are made on behalf of the account holder. If you wish to grant additional privileges on your accounts to someone who is not an owner or authorized signer, please contact us.

## **FEATURES**

At the present time, you may use ESB Online to:

- Transfer funds between your checking, savings and loan accounts up to the balance available within the account.
  - Withdrawals made in person, by mail or at the ATM are unlimited. Other kinds of debits including checks, debit card payments, ACH orders, preauthorized, automatic, computer, or telephone withdrawals and transfers are limited to six per month. We reserve the right to require seven days' notice before any withdrawal can be made to an interest-bearing account. Funds transfers are credited the same business day if your ESB Online fund transfer is completed before 6:00 p.m. If the transfer occurs after 6:00 p.m., the deposit will be credited to the account on the next business day. Transfers made on weekends or holidays will be credited the next business day.
- Review account balance, history and images of paper transactions for your accounts as they become available for viewing.
- Download account information to financial management software. We do not warrant any financial management software that you choose to use nor do we warrant that the downloaded information will be compatible with your financial management software.
- Make bill payments to a person or business (payee), review bill payment history and make scheduled bill payment changes if you have separately applied for the Bill Payment service. Such service is subject to its own Bill Payment agreement.
- Sign up for and receive your account statements online instead of by postal mail.

Transactions involving your accounts will be subject to the terms and conditions of your Deposit Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable as well as this Agreement. The availability of funds for transfer or withdrawal may be limited due to our Funds Availability Policy. Any other services obtained in connection with ESB Online may be subject to a separate agreement and disclosure for that service.

## **ESB ONLINE ELECTRONIC MESSAGING**

You may securely send and receive messages to and from the bank within ESB Online. This is the only secure electronic messaging that we recommend. However, if you need to contact us immediately, please call our Customer Support locally at (620) 342-3454 or toll free at (877) 342-3459 during our regular business hours. You cannot use electronic messaging to make a bill payment or funds transfer.

## **LIABILITY FOR UNAUTHORIZED ACCESS**

You are responsible for all transfers and bill payments you authorize under this Agreement. If you permit other persons to use ESB Online or your login information, you are responsible for any transactions they authorize or conduct on any of your accounts. If you believe that your login information has been lost or stolen, or that someone may attempt to use ESB Online without your consent or has transferred money without your permission, you must notify us AT ONCE by:

In Emporia telephone us at: (620) 342-3454  
In Manhattan telephone us at: (785) 539-3553

Or write us at:  
ESB Financial  
P.O. Box 807  
Emporia, KS 66801-0807

ESB Financial  
P.O. Box 1920  
Manhattan, KS 66505-1920

Telephoning us is the best way to limit your losses.

## **FEES AND CHARGES**

There are no fees for using ESB Online. If you request additional services, such as cash management or ESB Bill Pay, separate charges may apply.

## **NOTICES AND CHANGE OF TERMS**

ESB Financial reserves the right to change the terms and conditions upon which this ESB Online is offered. ESB Financial will give you advance notice of such changes to the extent required by applicable law. We may send notice to you via written notice or electronic messaging, and you will be deemed to have received it three days after our records indicate that it was sent, whether or not you have received it by that time. If you do not agree to the change or amendment, you must discontinue use of ESB Online to

which the change or amendment relates, or cancel your access to ESB Online. By continuing to use ESB Online after any change or amendment, you are deemed to have agreed to comply with the changes or amendments.

#### **TERMINATION OR DISCONTINUATION**

In the event you wish to discontinue ESB Online, please call our Customer Support locally at (620) 342-3454 or toll free at (877) 342-3459 during our regular business hours. ESB Financial reserves the right to terminate ESB Online to any individual or business at any time. However, termination of this Agreement will not affect the rights and responsibilities of the parties for transactions initiated before termination becomes effective.

#### **ENFORCEMENT**

You agree to indemnify, hold harmless, and defend ESB Financial from and against any and all claims, actions, suits, judgments, and expenses (including reasonable attorneys' fees) at your sole expense, arising from your failure to abide by the restrictions on use of ESB Online set forth herein, unless otherwise prohibited by law. You agree that in addition to all other limitations contained herein, the following uses of ESB Online are prohibited:

1. Unauthorized communication of account information, PIN, user name or password to any other person or entity;
2. Use of ESB Online to copy, distribute, or transmit copyrighted materials without the owner's express prior approval;
3. Use of ESB Online to communicate obscene or defamatory information or to violate any telecommunication, postal or other local, state or federal laws or regulations; and
4. Use of ESB Online for purposes other than transacting business pertaining to your accounts with ESB Financial.
5. Use of ESB Online to commit any violation of Federal and/or State laws and/or regulations.

#### **DISPUTES**

You agree that this Agreement, along with all other Disclosures and documents we provide to you, is the complete and exclusive statement of the Agreement between us and you which supersedes any prior Agreement, oral or written, and any other communication between us and you relating to the subject matter of this Agreement. If there is a conflict between what one of our employees or independent contractors says and the terms of this Agreement, the terms of this Agreement shall control. In addition to this Agreement, you are bound by the terms of any software license granted to you.

#### **LIMITATION OF LIABILITY**

Our sole obligation to you arising out of (i) the non-availability of ESB Online, or (ii) an interruption or delay in providing such ESB Online shall be to use commercially reasonable efforts to resume ESB Online. EXCEPT AS PROVIDED IN THE INTERNET BANKING AGREEMENT AND DISCLOSURE STATEMENT, ACCESSING HYPERLINKS TO OTHER INTERNET RESOURCES ARE AT YOUR OWN RISK; THE INFORMATION CONTAINED IN THOSE SITES HAS BEEN OBTAINED BY SOURCES WE CONSIDER RELIABLE BUT IS NOT GUARANTEED BY US.

#### **NO ASSIGNMENT**

You may not assign this Agreement to any other party. We may assign this Agreement to any future, directly or indirectly, affiliated company. We may also assign or delegate our rights and responsibilities under this Agreement to independent contractors or other third parties.

#### **NO WAIVER**

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized employees. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies. A waiver on any one occasion shall not be construed as a bar, estoppel or waiver of any of our rights or remedies on future occasions.

#### **EXCLUSION OF WARRANTIES**

The warranties stated in this Agreement are limited warranties and the only warranties made by us. We do not make, and you expressly waive, all other warranties, including warranties of merchantability and fitness for a particular purpose. The stated limited warranties are in lieu of all liabilities or obligations arising out of or in connection with the delivery, use, or performance of ESB Online. The foregoing, the EFT Disclosure (for consumer accounts only), and the customer Agreement provided to you upon opening your account shall constitute our entire liability and your exclusive remedy. In no event shall we (or any of our agents, employees or affiliates) be liable for any direct, indirect, special, incidental, consequential, punitive, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of ESB Online.

#### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, and where applicable by federal law, to the exclusion of choice of law provisions. Venue for any action arising under this Agreement shall lie in Lyon County District Court, Kansas.