

I. Introduction

This Online Banking Agreement ("Online Banking Agreement") for accessing your accounts via Mutual Federal Savings Bank explains the terms and conditions governing the following online services: banking, bill pay and other banking services offered through Mutual Federal. By using the Online Banking Services you agree to abide by the terms and conditions of this Online Banking Agreement. This Online Banking Agreement will be governed by and interpreted in accordance with all applicable federal laws and regulations. The following rules will apply to the extent there is no applicable federal law or regulation. The terms "we," "us," "our," "Bank" and "Mutual Federal" refer to Mutual Federal Savings Bank. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and federal banking holidays.

Online Banking Services can be used to access certain Bank accounts through Mutual Federal. The terms and conditions of the applicable Deposit Account Agreements and Disclosures for each of your Mutual Federal accounts (your "Account Disclosure Statement") as well as your other agreements with Mutual Federal, such as those you entered into for loans, continue to apply notwithstanding anything to the contrary in this Online Banking Agreement.

You are being provided this agreement and disclosure electronically. This agreement provides that in the future you may be provided other disclosures electronically. By agreeing to the terms and conditions of this agreement, you agree to the electronic transmission of this agreement and other information relating to this agreement in the future.

II. Accessing Your Bank Accounts through Mutual Federal's Online Banking

A. Requirements

To access your accounts through Mutual Federal, you must have an eligible Bank account, enroll in Online Banking by agreeing to this Agreement, have an assigned user ID, and an online password. In addition, you must have online access and secured browser.

Mutual Federal can be used to access only Bank accounts for which you are authorized to access. We undertake no obligation to monitor transactions through Mutual Federal to determine that they are made on behalf of the account holder.

B. New Accounts

Online Banking cannot be used to initiate new accounts. Call (937) 498-1195 for more information.

C. New Services

Mutual Federal may, from time to time, introduce new Online Banking Services. We will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules contained in this Online Banking Agreement.

D. Benefits

You may use the service to check the balance of your accounts and to transfer funds among your accounts selected for Online Banking. In order to initiate one of these transactions, you must first use your password to obtain access to the service. The balance shown on your PC may include deposits still subject to verification by us. The balance shown also may differ from your records because it may not include deposits in progress, outstanding checks, ATM and debit card transactions or other withdrawals or charges.

III. Terms and Conditions

The first time you access your Bank accounts through Mutual Federal confirms your agreement to be bound by all the terms and conditions of this Online Banking Agreement and acknowledges your receipt and understanding of this disclosure.

A. Your Online Password

You will be given or you will select an initial Online Banking password. The first time you access your Mutual Federal account(s) you must select a new password. We recommend that you change your password regularly. Do not use numbers that are easily associated with you, such as your telephone number, address or birth date as your password. You are authorizing Mutual Federal to act on instructions received under your password. You are responsible for keeping your password, account number(s) and other account data confidential at all times.

B. Our Liability

If we do not complete a transfer to or from your 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 or bill payment.
- 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 Mutual Federal Online Banking.
- If the transfer will go over the credit limit on your Overdraft Agreement.
- If a withdrawal would consist of money deposited in the form of a check or other order and is not yet available for withdrawal.
- If you have told us that your password was lost or stolen.
- If, in the case of a preauthorized credit or debit to your account, a third party does not send your money to us on time or does not send us the correct

amount, or we do not have the required authorization to perform the transaction.

- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us.

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, the Bank, OR by Online browser providers such as OR by Online access providers OR by online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall the service providers or we 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 Banking Services, or Online browser or access software.

INDEMNIFICATION. Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your Eligible Bank Account, if you are an owner of an Eligible Bank Account you agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments, attorney fees, costs, interest, and expenses arising out of or in any way connected with an Eligible Bank Account or the performance of an Online Banking Service. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Online Banking Service by you or your authorized representative.

C. Hours of Accessibility

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

A Funds transfers initiated through Mutual Federal Online Banking - If there are insufficient funds in an account from which you are transferring, the transfer will not be completed

One-time Internal Transfer of Funds Transfer will be completed the same day.

Scheduled Internal Transfers - A transfer you schedule today in a repeating transfer series will be processed the next business day. Remaining transfers in the series will be processed according to the schedule you specify. If you want a transfer processed today, use the one-time transfer feature.

D. Additional Terms and Conditions

- *Obtaining Account Balance and Transaction History* - You can obtain balance and transaction history on all eligible accounts that are enrolled in Mutual

Federal Online Banking. Account balance and transaction history reflects activity through the close of the previous business day.

- *Transferring Funds* - The number of transfers from a savings account or money market account is limited as described in the applicable Account Disclosure Statement. 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. 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 Online Banking Agreement. When changes are made to any fees, charges, or other material terms, we will update this Online Banking Agreement, and either send a notice to you at the address shown on our records, or send you an E-mail. All notices will be sent at least 30 days prior to the effective date of the change, unless an immediate change is necessary to maintain the security of the system. By continuing to use the accounts or services to which these changes relate, you are accepting the changes. 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 Schedule of Fees.

B. 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 Account Disclosure Statement, 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.
- *Bank's Right to Terminate this Agreement* - Mutual Federal reserves the right to terminate this Online Banking Agreement and your access to Online Banking Services through Mutual Federal, in whole or in part, at any time.
- *Assignment* - Mutual Federal may assign this Online Banking Agreement to its parent corporation or to any now-existing or future direct or indirect subsidiary of its parent corporation. Mutual Federal may also assign or delegate certain of its rights and responsibilities under this Online Banking Agreement to independent contractors or other third parties.
- *Equipment* - We are not responsible for any loss, damage or injury resulting from an interruption in your electrical power or communication service; the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality; or any defect or malfunction of your PC, modem, or telephone line. We are not responsible for any services relating to your PC other than those specified in this Agreement. If any equipment failure occurs in any way relating to your PC, modem, communication services, telephone line, Mutual Federal is not responsible.

C. Severability

If any section, sentence, clause or phrase of this Agreement is held to be invalid or unconstitutional by any Court of Competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Agreement.

V. 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 Mutual Federal Customer Support at (937) 498-1195. For more information, see Section B "Unauthorized Transactions in Your Bank Accounts".

Protecting Personal Information - In addition to protecting your account information, you should 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 account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your Online Password - The password that is used by you to gain access to Online Banking Services through Mutual Federal should be kept confidential. For your protection we recommend that you change your online password regularly. We recommend that you memorize this online 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 online password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, change your password at once and notify Mutual Federal Customer Support at (937) 498-1195.

Unauthorized Transactions in Your Bank Accounts - Notify us at once 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 Customer Support at (937) 498-1195.

If your online password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your online password without your permission to access a Bank deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us at once. If you do not notify us within sixty (60) days after the paper or online statement was sent to you, and we could have

stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.

VI. Bill Payment Service

As part of the Mutual Federal Online Banking, you can schedule payment of your periodic bills. You can arrange for the payment of current, future and recurring bills from your Mutual Federal checking account. There is no limit to the number of payments that may be authorized. You may pay any merchant or individual approved by Mutual Federal. By furnishing us with the names of your payees/merchants and their addresses, you authorize us to follow the payment instructions to these payees/merchants that you provide through Online Banking. When we receive a payment instruction (for current or future date), we will remit funds to the payee on your behalf, from your designated checking account, on the day you have instructed the payment to be sent. However, we shall not be obligated to make any such payment unless your account and/or overdraft protection plan has sufficient funds or credit availability to pay the bill on the Payment Date.

Bill payments will be made to any government agency (IRS, taxes, child support, court fees, etc.) with the following limitations:

- *Mutual Federal has limited ability to research any issues that may arise due to the government's strict adherence to the Consumer Privacy Act.*

Mutual Federal will not be responsible for any late fees or penalties that may be incurred by these types of payments

NOTE: Any payments made through Bill Pay require sufficient time for your payee to credit your account properly. To avoid incurring a finance charge or other charge, you must schedule a payment far enough in advance of the due date of your payment. Mutual Federal shall not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, Mutual Federal will not be liable if any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee. Mutual Federal will not be liable for delays or losses of payments caused by the U.S. Postal Service or other delivery service. We will also not be liable if there are insufficient funds or credit availability in your designated payment account and/or overdraft protection plan; if a legal order directs us to prohibit withdrawals from the payment account; if the payment account is closed or frozen; or if any part of the electronic funds transfer system is not working properly. Mutual Federal will not be liable for bill payments not completed due to circumstances beyond our control (such as fire, telecommunication outages, strikes, or natural disasters). Mutual Federal will not be liable for indirect, special, or consequential damages arising out of the use of Bill Pay. Mutual Federal will not be liable if a payee will not accept payments made through Bill Pay. The cutoff time to schedule a payment is 9:00 PM EST Monday through Friday excluding federal holidays.

Mutual Federal reserves the right to terminate your use of Bill Pay at any time without prior notice.

VII. Error Resolution Notice

A. Contact Information

In case of error or questions about your electronic transactions contact our Customer Support at (937) 498-1195. Contact us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after the problem or error appeared on your statement; or no later than 60 days after we sent you the FIRST statement in which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate whether an error occurred within 10 banking days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question.

If we decide to do this, we will credit your account within 10 banking days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 banking days, we may not credit your account as described above. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will inform you of the results within three banking days after completing our investigation. If we decide that there was no error, we will send you a written explanation and reverse the credit described above. You may ask for copies of the documents that support our investigation

Acceptance

This Online Banking Agreement for accessing your account via Mutual Federal Online Banking explains the terms and conditions governing the following online services: banking, bill pay and other banking services offered through Mutual Federal. By using the Online Banking Services you agree to abide by the terms and conditions of this Online Banking Agreement.