

Online Banking Agreement and Disclosure Statement

This agreement states the terms and conditions that apply when you use Merchants and Planters Bank's Online Banking (NetTeller) service. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us.

"You" and "your" mean each person who establishes a NetTeller Customer Account with us or who uses or is authorized to use a NetTeller identification number and password or other means of access we establish or approve. The terms "Online Banking," "Internet Banking," and "NetTeller" all refer to our service that allows you to transfer funds, access accounts, obtain information and perform other transactions over the Internet by use of a personal computer and modem and/or other means we authorize or allow. The terms "Bill Pay" and "PowerPay" refer to a particular Online Banking service that allows you to make third-party payments over the Internet. The "Bank" refers to Merchants and Planters Bank.

NetTeller Banking ID and NetTeller Banking Password

To access our Online Banking service, you must use the NetTeller Banking ID number and/or other means of access we establish or provide for your NetTeller Customer Account, together with a password (also referred to as PIN). Anyone to whom you give your NetTeller Banking ID and password or other means of access will have full access to your accounts, even if you attempt to limit that person's authority.

Account Access and Authority

You may request access to any account at Merchants and Planters Bank of which you are an owner or joint owner. Access to each account falls into one of the following categories:

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| Transfer In/Out – | Full access is granted, with the authority to View account balances and activity and transfer funds to or from the account. |
| Transfer In Only – | Limited access is granted. You may View the account balances and activity and transfer funds to the account, but you cannot transfer funds from the account. |
| Transfer Out Only – | Limited access is granted. You may View the account balances and activity and transfer funds from the account, but you cannot transfer funds to the account. |
| View Only - | Limited access is granted. You may View the account balances and activity, but you may not transfer funds to or from the account or perform any other transactions. |

In general, regular checking accounts and savings accounts will have full transfer in/out authority unless restrictions are requested. It is the policy of Merchants and Planters Bank to restrict access to certain accounts. Any account requiring more than one signature for withdrawal will be restricted to "Transfer In Only". Money market accounts will be restricted to "Transfer In Only". Certificates of Deposit (CDs) will be restricted to "View Only". Loan accounts will be restricted to "Transfer In Only". You may request restricted access to any account accessible with your NetTeller ID and Password. Merchants and Planters Bank reserves the right to restrict authority to any account. You must have enough available money or credit in any account from which you instruct us to make a payment or transfer.

Our Liability for Failure to Complete Payments or Transfers

If we do not complete a payment or transfer 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 exceptions. We will NOT be liable, for instance:

1. If, through no fault of ours, you do not have enough available money in the account from which a payment or transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a payment or transfer because of insufficient funds.
2. If any payment or transfer would go over the credit limit of any account.
3. If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.

4. If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction.
5. If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.
6. If you do not instruct us soon enough for your payment or transfer to be received and credited by the time it is due.
7. If the money in the account from which a payment is to be made is subject to legal process or other claim restricts the transaction.
8. If circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken.
9. If you fail to take the steps to complete a transaction and do not receive confirmation that the transaction has been accepted.

Business Days

Our Online Banking service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday, excluding holidays. Transfers made after 7:00 p.m. may not be processed until the next business day.

Statements

Your Online Banking payments and transactions will appear on the bank statement we provide or make accessible to you. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement or statement information.

Your Liability

You agree to the terms of this account and to the charges that may be imposed. You authorize us to deduct these charges as accrued directly from the account balances. You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you have given someone your NetTeller Banking ID and Password or other means of access and want to terminate that person's authority, you must change your identification number and password or other means of access or take additional steps to prevent further access by such person.

Bill Pay (PowerPay)

Bill Pay services are limited to checking accounts. If you elect to use our Bill Pay service through NetTeller, you may be charged a monthly fee and/or per-transaction charges. If you designate more than one account as a Bill Pay account, a separate monthly fee will be charged for each account. Under special circumstances, fees may be waived for a promotional period or in conjunction with other promotions for other bank products. All fees and payments will be deducted from your designated Bill Pay account(s) during each monthly statement cycle. The Bank will accept scheduled bill payments as written authorization and no further action needs to be taken by the Bank. You agree to indemnify and hold harmless the Bank for any actions taken to process a Bill Payment. You agree to notify the Bank promptly if you believe your password has been compromised or any Bill Payment has been made in error. Payments are processed at approximately 2:00 a.m. and 12:00 p.m. on business days. You must allow adequate time for your payments to reach the intended payee. Any late fees resulting from lost or late payments are solely the responsibility of the account owner. Electronic payments typically take from 2-3 business days to reach the payee. Electronic payments will be deducted from your account on the day they are processed. Check payments are reliant on the mail system, and can take from 3-10 days to reach the payee, and can take longer to clear your account. Check payments will be deducted from your account when the check is presented to the Bank for payment. Merchants and Planters Bank is not responsible for Check Payments issued through NetTeller that get lost in the mail or are otherwise lost in transit.

Online Stop Payments

If you use your NetTeller account to place Stop Payments, the Bank can accept the Stop Payment as written authorization, and no further action needs to be taken by the Bank. Any stop payments generated through your NetTeller account will remain in effect for 14 days. To extend the stop payment duration indefinitely, you must either physically come to the Bank and sign a stop payment request, or you must submit a request in writing before the 14 day period expires. If you fail to provide a signed request before the 14 day period expires, the check may be paid against your account if presented after the 14 day stop payment duration. To protect yourself from loss, you should always provide the Bank with a signed Stop Payment authorization. The Bank is not responsible for any check paid after the 14 day stop payment duration if a signed Stop Payment authorization is not received by the Bank.

E-Statements

E-Statements is an OPTIONAL service provided through your NetTeller Internet Banking Service. You will NOT be automatically enrolled in E-Statements when you agree to this "Online Banking Agreement and Disclosure" Statement. If you elect E-Statements, Merchants and Planters Bank will not mail to you or provide paper statements for the accounts you designate for E-Statements. If you request a paper copy of any statement you receive through E-Statements, Merchants and Planters Bank may charge you a fee. Merchants and Planters Bank reserves the right to mail to you or provide you with paper statements in lieu of E-Statements for any reason and at any time, with the understanding that you will not be charged for the paper statements if you do not request them. For more information, refer to the E-Statement Enrollment Disclosure.

Unauthorized Transactions or Loss or Theft of Your Internet Banking Identification Number or Password

If you believe your NetTeller ID, password, or other means of access has been lost or stolen or that someone has used them without your authorization, or if you believe a payment or other charge has been applied to your account in error, call us immediately at (870) 523-3601 and ask for the Online Banking department during normal business hours, or write to us at P.O. Box 650, Newport, AR 72112. Quickly telephoning us is the best way of reducing your possible losses. If you leave a message on our voicemail, please leave your name, address, phone number, and a brief message as to what the problem might be.