

Mutual Federal Savings Bank Online Banking Agreement

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 Savings Bank. 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, 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.

B. Unauthorized Transactions in Your Bank Accounts

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.

VIII. External Funds Transfer Agreement

Once you are activated for the External Funds Transfer Service we may verify your Accounts that you add to the Service from time to time. You authorize us to validate the Accounts through the use of a test transfer, in which one or more low value payments will be both credited to and debited from the Account. The test credit will always occur before the test debit and the test debit will always be the same or lesser amount, so that the balance in any of your Accounts will never be less than the actual balance.

Accounts

You may transfer funds from any checking or savings account(s) held by you to any accounts at any financial institution that are held by you assuming, of course, that the transfer is permitted by your financial institution and by law.

You understand that in order to complete fund transfers, it is necessary for Mutual Federal Savings Bank and our service provider to access the websites and databases of your bank and other institutions where you hold Accounts, as designated by you and on your behalf, to retrieve information and effect the fund transfers you request. By using the Service, you represent and warrant to us that you have the right to authorize and permit us to access your Accounts to affect such funds transfers or for any other purpose authorized by this Agreement, and you assure us that by disclosing and authorizing us to use such information you are not violating any third party rights. You warrant and represent that the information you are providing us with is true, correct, current and complete. You hereby authorize and permit Mutual Federal Savings Bank and our service provider to use information submitted by you to accomplish these purposes and to configure the Service to be compatible with the Accounts.

For as long as you are using the Service, you give to Mutual Federal Savings Bank and our service provider a limited power to act on your behalf , with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access the Accounts, effect funds transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts, as fully to all intents and purposes as you might or could in person. Once Mutual Federal Savings Bank and/or our service provider has actual knowledge that you wish to cease using the Mutual Federal Savings Bank Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power is automatically revoked; provided, however, that any act done by Mutual Federal Savings Bank and/or our service provider in good faith before it has actual knowledge of termination by you and has a reasonable opportunity to act on such knowledge shall be deemed to be authorized by you.

YOU ACKNOWLEDGE AND AGREE THAT WHEN Mutual Federal Savings Bank AND OUR SERVICE PROVIDER IS EFFECTING A FUNDS TRANSFER FROM OR TO ANY OF YOUR ACCOUNT'S, Mutual Federal Savings Bank AND OUR SERVICE PROVIDER IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that Mutual Federal Savings Bank, its affiliates, service providers and partners shall be entitled to rely on the foregoing authorization, agency and power granted by you.

Proprietary Rights

You acknowledge and agree that Mutual Federal Savings Bank and/or our service provider owns all rights in and to the Funds Transfer Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile Mutual Federal Savings Bank and/or our service provider's Funds Transfer Service or any of Mutual Federal Savings Bank and/or our service provider's services or technology.

No Unlawful or Prohibited Use

As a condition of using the Service, you warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or use Funds Transfer Service to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

Indemnification

You agree to indemnify, defend and hold harmless Mutual Federal Savings Bank, its affiliates, partners, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney fees) arising from your use of the Funds Transfer Service, or reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your Funds Transfer account, of any intellectual property or other right of any person or entity.

Deposits

If you transfer funds into the account you have with us, the funds are credited to your account on the next business day, (Monday thru Friday), but will not be available for use until we receive the funds from the other financial organization. This may take up to three business days, (Monday thru Friday).

Limits

You are limited to a transaction limit of \$5000.00 credit or debit per transaction. The total daily aggregate limit is \$10,000.00 credit or debit in 24 hours. The total monthly aggregate limit is \$20,000.00. You are limited to two daily and ten monthly debits or credits posting to your account.

Transfers from Money Market and Savings Accounts

Transfers from a Savings Account or MMDA to another account or to third parties by preauthorized automatic, telephone, computer transfer or insufficient balance transfer are limited to six with no more than six transfers by check, draft, debit card or similar order to third parties.

Scheduling

Transfers are processed after 7:00 p.m. Eastern Time on the date they are scheduled. If you are transferring funds from your Account at Mutual Federal Savings Bank you must have the funds available to complete the transfer. If the funds are not available, the transfer will not occur.

Service Changes and Discontinuation

We may modify or discontinue the Service on your account with us, with or without notice, without liability to you, any other user or any third party. We reserve the right, subject to applicable law, to terminate your account and your right to use the Service at

any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violates any the Terms or the rights of Mutual Federal Savings Bank and/or our service provider, or if you provide us with false or misleading information or interfere with other users or the administration of the Services. We reserve the right to charge a fee for the use of the Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all fees associated with the use of our Funds Transfer Service.

You may terminate your account with Mutual Federal Savings Bank at any time by contacting us at PO Box 4217, Sidney, Ohio 45365. Once your account with Mutual Federal Savings Bank has been terminated for any reason, you will have no further right or access to use the Funds Transfer Service.