

UMB Business Online Banking Agreement

Effective January 31, 2021

This UMB Business Online Banking Agreement (the "**Agreement**") governs the use of Online Banking by business clients to access their premier business accounts and perform various banking and treasury management functions using electronic devices, including personal computers and Mobile Devices. In this Agreement, a "**Service**" refers to any of the online or mobile financial functions or services available for an Account through Online Banking, including any associated Treasury Management Service.

Please read this Agreement carefully. By clicking "**I agree**" or by using any of the Services, you acknowledge that you have received this Agreement and that you are bound by all of its terms, conditions and provisions.

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A. MEANING OF IMPORTANT TERMS.

In this Agreement, "**UMB Bank**," "UMB," "**Bank**," "**we**," "**our**," and "**us**," refer to UMB Bank, n.a. or any successor financial institution that maintains your Account.

"**You**", "**your**," and "**User**" means an individual person who has authority to provide instructions to us and to otherwise act in Online Banking with respect to an Account on behalf of an owner or joint owner of an Account holding funds or other assets, or a person who is obligated to us to repay a loan, including without limitation any Account owner and any Security Administrator or Service Representative pursuant to a Service Request. Those terms also include any person who is authorized to access another person's Account using Online Banking.

"**ACH Transaction**" refers to an Automated Clearing House debit or credit to your Account in order to transfer funds to an Internal Account or an External Account, or to or pay a bill.

"**Account**" or "**Accounts**" refers to any of your UMB deposit, loan or investment accounts that may be accessed through Online Banking.

"**Authorized Representative**" means any person named in the Business's Organization Resolution and Agreement or other authority document on file with us that shows that such person has the power to bind the Business to agreements for online banking services. We may honor the instructions of any Authorized Representative in connection with Online Banking.

"**Available Balance**" is a term that applies to a deposit account (such as a checking or savings account) and represents the difference between the Current Balance (see the definition below) and any activity that has not yet posted to that Account. Items not posted may include any "pending" deposits, checks, transfers and withdrawals. Pending items are those debits or credits we have received but have not yet settled for and posted to your Account.

“Available Credit” is a term that applies to a revolving credit account such as a credit card or a HELOC line of credit and refers to the difference between your Credit Limit and the Current Balance outstanding under the line.

“Bill Pay” (or **“Bill Pay Service”**) refers to the Service described in Section H(4) herein.

“Business” (whether or not the word is capitalized) refers to an individual person, a legal entity, a governmental entity, or an unincorporated group or association that uses an Account primarily for commercial, business, agricultural or governmental purposes and not primarily for personal, family or household purposes.

Our **“Business Days”** are any day Monday through Friday, except bank holidays.

“Company Policy” means the allowed actions and limits that apply to the Business.

“Consumer” (whether or not the word is capitalized) refers to an individual person who uses his or her Account primarily for personal, family or household purposes. An Account held by a Private Banking customer primarily for personal, family or household purposes is considered a Consumer Account.

“Credit Limit” refers to the maximum amount that you have been approved to borrow in connection with a particular credit Account.

“Current Balance” is a term that applies to a deposit, investment or credit Account. It represents the *beginning-of-the-day* balance after the prior Business Day’s activity has been posted to the Account. For a credit account, the “Current Balance” does not include interest or fees that may have accrued but have not yet been posted to the Account.

“Deposit Account Agreement” means our then current booklet titled “Important Information Regarding Your Deposit Accounts,” or its replacement, which includes the terms and conditions governing your deposit accounts with us.

“Electronic Fund Transfer” (or **“EFT”**) is a transfer of funds initiated through an electronic terminal, computer or Mobile Device for the purpose of authorizing the Bank to debit or credit your checking or savings account.

"Electronic Message" means an electronically transmitted message which allows the text of the message to be displayed on the receiver's computer or Mobile Device. An Electronic Message delivered through Online Banking is considered a "written notice" for purposes of this Agreement. That includes messages delivered in the Secure Message Center, messages that are posted by us in Online Banking when you sign into the Service, and messages that we send to your external email address when you have consented to our sending you Electronic Messages in place of mail or other form of personal delivery.

"External Account" means an account held at an institution other than UMB Bank.

"Internal Account" means an account that is held at UMB Bank.

"Mobile Banking" (or **"Mobile Banking Service"**) refers to your ability to access and use Online Banking or any of its Services using a Mobile Device.

"Mobile Device" refers to a tablet, cellular phone or other hand-held device used to access Online Banking and its various Services.

"NSF" means non-sufficient funds or uncollected funds. NSF activity refers to items posting or attempting to post to one or more of your Accounts when the Account has insufficient funds to cover the transaction or funds from the item have not yet been made available.

"Online Banking" in this Agreement refers to the electronic banking service provided by UMB Bank to our premier business customers which is accessible via a computer or Mobile Device.

"Payment Instructions" (also sometimes referred to as **"Transfer Instructions"**) are instructions you give us through Online Banking to make a payment from funds in an eligible Account that you designate, or to transfer funds between Accounts that you can access or to accounts of other persons using one of our payment or transfer services such as, for example, Bill Pay.

"Preauthorized Recurring Transfer" means an electronic funds transfer you authorize in advance to recur at substantially regular intervals (at least once every 60 days).

A "**Recipient**" is a person, business, or any other transferee to whom you direct payments through the Bill Pay Service and who we accept as a payee, which may include an ACH Transaction, wire transaction or any other means provided in the Bill Pay Service.

"**Secure Mail**" or "**Secure Message**" means an Electronic Message that is encrypted using industry standard software to protect the content of the message from being viewed or modified in an unauthorized manner.

"**Security Administrator**" means an individual or individuals appointed as such on a Service Request, on any other such document that an Authorized Representative for the Account executes and delivers to us, or through Online Banking and which individual shall have the authority granted to them to designate User Rights, assign and revoke Security Credentials, and take other actions necessary to administer the security aspects of Online Banking, including amendment of the Company Policy. If no Security Administrator is appointed many features of Online Banking will be unavailable.

"**Security Credentials**" refers to your login ID, password, secure access code (a one-time code we or your Security Administrator send you in order to authenticate you in connection with an enrollment or transaction), and/or any other login credentials used to ensure that access to your Accounts is authorized, protected and secure.

"**Service**" has the meaning given such term in the preamble to this Agreement.

"**Service Provider**" refers to third-party service providers or agents we use to provide Online Banking and certain Services to you, or third-party service providers you contract with independently in connection with your use of Online Banking.

"**Service Representative**" means an individual who has been appointed by your Security Administrator in a Service Request, any other such documentation that your Security Administrator shall have executed and delivered to us, or through Online Banking and which individual has been so authorized by you to provide Instructions to us and to otherwise act on your behalf in connection with Online Banking.

"**Service Request**" means a form document that we issue and identify as a UMB Service Request and that would be completed by as necessary to affect a written request that we provide Online Banking for the

Business, and which document would be executed by an Authorized Signer and accepted by the Bank. If there are multiple Service Requests applicable to Online Banking, the most recent Service Request shall prevail.

“Treasury Management Agreement” means the Premier Banking Treasury Management Master Agreement and any Supplemental Documents (as defined therein) between you and the Bank.

“Treasury Management Services” means those services applicable to an Account pursuant to the Treasury Management Agreement.

"UMB.com" is the address through which Online Banking can be accessed with an Internet connection and viewed via a web browser.

“User Rights” mean the functional responsibilities and specific authority levels granted to a particular User in connection with Online Banking in conjunction with the Company Policy.

There are other important terms that have specific meanings when used in this Agreement. The first time we use those words, we print them in **bold text**.

B. OUR AGREEMENT WITH YOU; AMENDMENTS; SERVICE PROVIDERS.

1. Our Agreement.

Your use of Online Banking, and the specific Services available through Online Banking, are governed by this Agreement, the application you complete (if required) for any Service that is available through Online Banking, and any instructions that we provide to you for using Online Banking. Your Accounts and the products or services that you receive from us and that are accessed through Online Banking are governed by other agreements, such as your Treasury Management Agreement, Deposit Account Agreement, signed signature cards, authority documents on file with us (if you are a business customer), or any applicable overdraft protection agreement, loan agreement, credit card agreement, or any other applicable account agreements, all as they may be amended from time to time.

Some services available through Online Banking, such as our mobile Remote Deposit Capture service, require you to acknowledge separate terms and conditions that amend this Agreement if you choose to use those Services. When you accept any of those terms and conditions, those terms become part of this Agreement.

When you click “**I Agree**” at the end of this Agreement, or when you use Online Banking or any Service, you acknowledge that you have received this Agreement and agree to be bound by all of its terms, conditions and provisions. In the event of any conflict between this Agreement and any other terms and conditions that apply as between you and the Bank with respect to the electronic delivery of Services or access through electronic means, this Agreement controls. However, if the other terms and conditions expressly state that those terms control in the event of a conflict with this Online Banking Agreement, then those terms and conditions control in the event of a conflict with this Agreement, only to the extent set forth in the other terms and conditions. Your Treasury Management Agreement, Deposit Account Agreement, loan agreement, or our other agreements applicable to the particular products and services you receive from us will control with respect to the terms and conditions of those other products and services and the fees and charges that apply to them. Please read this Agreement carefully before using Online Banking.

2. Amendments.

We reserve the right to amend this Agreement or any disclosures related to Online Banking at any time. We will provide notice of any material changes to the terms of this Agreement on or before the effective date of any such changes, either in a message delivered to you when you log into Online Banking, or in a message posted in the Secure Message Center that we provide you with notice of by sending a notice to your email address of record in the Service which asks you to check your Secure Messages for important information regarding the Service. We are not required to give you advance notice of a change if an immediate change is necessary to protect the security of our system or a legal or regulatory requirement necessitates an immediate change. In either of those events, this Agreement will be updated, and you will be notified within a commercially reasonable period of time after the update.

You agree to maintain a valid email address with UMB for use with Online Banking. Only Security Administrators have ability to update the email address for any Service Representative. We may occasionally send notices to your email address of record in Online Banking requesting you to check your Secure Messages for important information about an amendment to the terms of the Agreement, or when you access

your Secure Messages after notice of the amendment posted in your Secure Messages, you will be deemed to have received the amendment. We may also amend the terms of the Agreement and require you to accept the amendment upon your next login to Online Banking and prior to you use of any features in Online Banking. Your use of Online Banking by you after a notice of amendment is made available to you will constitute your acceptance of the amendment. You may decline amendments by terminating your use of Online Banking, in the manner provided in this Agreement, before the changes go into effect.

3. Other Service Providers.

We may offer products and services provided by others ("**Third-Party Services**") that are available through Online Banking. Third-Party Services may be governed by separate agreements that you have with the applicable provider. Examples of these Third-Party Services include certain Online Wallets provided by third parties that store your debit or credit card numbers for future use in payment transactions that access your Accounts. By using any Third-Party Services, you agree that we make no warranties and have no liabilities as to the accuracy, completeness, availability or timeliness of the Third-Party Services, to the fullest extent of the law.

C. ACCESS TO ONLINE BANKING.

You may access our Online Banking through your computer or Mobile Devices. You may also access some features of Online Banking using financial management software that you may have obtained independently through another Service Provider. Online Banking allows individuals Users to be given individual User Rights. The User Rights assigned to you will determine which features of Online Banking you will have access to and what activities you will be able to perform on Online Banking. All features will not be available to all Users.

To use Online Banking, you need the Security Credentials that have been issued to you by UMB or your Security Administrator, and the required hardware and software which is described in detail in the [Online Banking Help section of UMB.com](#). You are responsible for the installation, maintenance, and operation of your computer or the Mobile Device used to access Online Banking and any of its Services.

You acknowledge that you may be assessed fees by your Internet service provider or Mobile Device service provider when you access Online Banking. We are not responsible for payment of those fees.

We are not able to provide any assurance that you will be able to access Online Banking from a foreign country, especially if you are attempting to access Online Banking through a Mobile Device.

1. Access to Online Banking

An Authorized Representative of a Business can enroll in Online Banking by completing the necessary Service Request and specifying a Security Administrator. The Security Administrator will have the ability to edit the Company Policy. If the Business does not specify a Security Administrator certain features of Online Banking will be unavailable. The Authorized Representative, Security Administrator, and any Service Representative or User will be provided Security Credentials and have access to the Services in Online Banking as directed in the Service Request and the Company Policy by the Security Administrator.

Any Business that uses Online Banking acknowledges that any Authorized Representative who is given access to the client's Security Credentials will be able to view and/or transact business on any linked Accounts within that profile. If an individual who does business as sole proprietor establishes a business Online Banking profile, certain personal accounts of the sole proprietor may also be linked through the Service Request, and any User of Online Banking may have access to the sole proprietor's linked personal accounts, including the ability to view account balances, transaction history and to initiate account transactions.

You agree to notify us immediately either through the communicate features within Online Banking or at the telephone number for Online Banking Customer Support at the number shown at the end of this Agreement if any User's authority over any Account changes, such as when a User leaves your employment or when a User's job responsibilities change and that person should no longer have Account access through Online Banking. We are not liable for transactions that may be initiated by a User after the User's authority over any Account has changed and that you claim were unauthorized unless we have been notified of the change in authority and have had a reasonable opportunity to take action in response to that notice.

You agree that our providing access to Accounts through the Security Credentials we issue to you are reasonable security procedures for the protection of your Accounts and are reasonable means to ensure the authenticity of payments and transfers made through the Service. You agree to keep your Security Credentials confidential and agree to not share your Security Credentials with any other person.

Accordingly, you acknowledge that the protections provided to Consumers under the federal Electronic Fund Transfer Act and Regulation E or under similar states law or regulations shall not apply to your Accounts or your use of this Service. We will not be deemed to have extended those protections to you by contract, and no course of conduct on our part shall be deemed to have extended those protections to you.

However, if you are a sole proprietor and certain personal UMB Accounts are accessed by the Service, the protections provided under the federal Electronic Fund Transfer Act and Regulation E or under similar state laws or regulations shall apply to those personal accounts to the extent provided by law.

2. Access Using Mobile Devices.

You use the same Security Credentials to access Online Banking through your Mobile Device as you do to access the Service through your personal computer.

Additional terms that apply to Online Banking with a Mobile Device are included in the section of this Agreement titled “Services Available Through Online Banking,” “Mobile Banking.” You can get more information about our mobile banking features by going to the [Online Banking Help section of UMB.com](#).

D. PRIVACY AND SECURITY.

1. Security Procedures; Protecting Your Security Credentials

When you log onto Online Banking using your Security Credentials, you authorize us to honor the instructions we receive relating to your Accounts, and to charge and credit your Accounts according to those instructions. You are responsible for all transfers and payments you and your authorized representatives initiate or authorize through Online Banking, even if you initiated the transactions based on information that you received in a fraudulent email or other fraudulent instructions you received from another person. You agree to take every precaution to ensure the safety, security and integrity of your Accounts, Security Credentials and transactions when using Online Banking.

You agree not to give or otherwise make available your Security Credentials to any unauthorized person. If you believe another person requires access to Online Banking, the Security Administrator should be requested to

provide separate Security Credentials specific to that person. If you disclose your Security Credentials to any person, otherwise allow another person access to your Security Credentials, or permit another person to use Online Banking account on your behalf, you will have authorized that person to access your Accounts, and even if that person exceeds your express authorization, you will be responsible for all transactions that person initiates or authorizes from your Accounts. All access to your Online Banking account through your Security Credentials will be deemed to be authorized by you and will be binding upon you. We recommend that you monitor your Accounts through Online Banking on a regular basis for unusual and/or potentially unauthorized activity.

We may provide links to third party websites without endorsing the accuracy or safety of the Third-Party Services, and we disclaim all liability for any linked sites or their content.

2. Virus Protection, Firewalls and Malicious Software

You are obligated to take security precautions to protect your computer and your Mobile Device. There are a number of means and mechanisms by which other persons may obtain information from your computer or Mobile Device or trick you or others in order to gain control of any computer used to access your Accounts through Online Banking. These unauthorized persons may obtain such access and/or control when you or other individuals use your computer to, among other things, access information on a removable or network storage device, and/or use the Internet for purposes of sending and receiving emails, browsing various websites, and conducting searches. Specifically, you may be unwittingly induced to install on your computer malicious software ("**Malware**"), commonly referred to, among other names, as computer viruses, worms, Trojan horses, rootkits, backdoors, spyware, and adware, when, for example, you open an email attachment, click on a link in an email, click poisoned links within search results which lead you to other sites controlled by fraudsters, browse websites that have been attacked by viruses, install counterfeit software that appears legitimate but may contain Malware, or insert on your computer removable storage devices such as CDs, MP3 players, and other USB memory devices. Once Malware is installed on your computer, it is very difficult to detect using traditional antivirus software products running on the infected computer. Financial Malware is generally undetectable by all but a few antivirus products, and often goes unnoticed until after unauthorized transactions have occurred. You agree that we are not responsible for any electronic virus or Malware that you may encounter using Online Banking.

We protect our own network and systems with various security protocols but are under no obligation to determine if any or all of the computers or Mobile Devices you use are secure or if they may be compromised or insecure. We encourage you to routinely scan your hardware and software using reliable and current virus, firewall and Malware protection products of your choice to protect from, detect and remove any viruses and Malware found. You agree to immediately install any upgrades, patches or fixes required for security reasons or otherwise for the proper functioning of Online Banking and any of its Services and features, regardless of whether requested by us.

We further encourage you to exercise caution when using your computers for activities unrelated to accessing Online Banking. A virus on your computer that goes undetected or unrepaired may corrupt and destroy your programs or files, lock you out of your computer or files, and may result in unauthorized transactions from your Accounts.

If we learn, or have reason to believe, any computer you or your authorized representatives use to access Online Banking is compromised and not secure, whether that potential or actual compromise is detected by you or by us through your access to our network and systems, we may, in our sole discretion, suspend, cancel or limit your access to Online Banking without prior notice to you. If, after suspending, canceling or limiting your access to Online Banking, we reactivate your access, you may have to re-establish some or all of your previously established settings, preferences, payment models, previously scheduled transfers of Bill Pay transactions. You agree that we are not responsible for any viruses, firewalls, Malware, or similar devices or programs that you may encounter when using Online Banking, or, except to the extent required by law, for any unauthorized transactions resulting from these devices and programs.

3. Disclosure of Account Information - Our Privacy Policy

We only disclose information about your Accounts as set forth in our Privacy Policy. You may obtain a copy of our Privacy Policy (i) by using the Privacy, Security & Security link, which can be found in the footer of either UMB.com or the Online Banking login page, (ii) at one of our branches, or (iii) by calling Online Banking Customer Support, as applicable. That number is shown at the end of this Agreement in the “How to Contact the Bank” section.

4. Information We Collect

When you interact with us at any website or application that we own or control, or with our applications or third-party websites, we or our Service Providers collect certain information about you and the computer or Mobile Device you are using (“cookies”) and/or pixel tags (i) for security purposes, (ii) to provide you with an improved experience on the site, and (iii) to share targeted product and service offers to you on the site. By not allowing cookies, you may prevent our services from functioning as intended.

Our practices in this regard are set forth in our Online Privacy Notice, found on UMB.com.

More information about how our collecting “cookies” may affect a particular Service, and information about your refusing to allow us to use “cookies” may affect the Service can be found in the terms and conditions governing that particular Service.

When visiting external websites, you should review those websites' privacy policies and other terms of use to learn more about how they collect and use any personally identifiable information.

5. Disclosure of Account Information to Third Parties. We will disclose information to third parties about your Accounts or the transactions you make:

1. Where it is necessary for completing a transaction or for administering your Account; or
2. In order to verify the existence and condition of your Accounts to a third party, such as a credit bureau or merchant; or
3. In order to comply with the order of a governmental agency or court or a subpoena; or
4. If you give us your written permission; or
5. Pursuant to a request from a company that provides services such as investments to your Account; or
6. As provided in our Privacy Policy; or
7. As otherwise provided by Missouri or federal law.

E. ACCOUNT OWNERSHIP AND INFORMATION; OUR RELIANCE ON YOUR INSTRUCTIONS.

You represent to us that you are the legal owner, or have legal authority on behalf of the owner(s), of the Accounts and the other financial information that you access through Online Banking. You represent and agree that all information you provide to us in connection with Online Banking is accurate, current and complete, and that you have the right to provide that information to us for the purpose of enrolling in and using Online Banking. You agree to not misrepresent your identity or your Account information. You agree to keep your Account information, including your email address, up to date and accurate.

We may rely and act on instructions that we receive through Online Banking from you, from anyone to whom you gave or made available your login ID, password or other Security Credentials, from Users you have established, from anyone acting at your direction or with your consent (express or implied), from anyone acting with authority from you (express or implied) with respect to any Account which you may access through Online Banking. All such instructions will be considered as having been given to us directly by you, and shall have the same authority as your written signature in authorizing us to comply with the instructions, until you notify us in writing or electronically as provided in this Agreement that you have revoked that person's authority and we have had a reasonable period of time to act on that notice. When you notify us to revoke a User's authority to access Online Banking on your behalf, we may suspend your Online Banking access for such time as is necessary to secure your Account(s) and to provide you with new Online Banking Security Credentials.

Except to the extent prohibited by applicable law or regulation, you will be deemed to have expressly authorized any Online Banking transaction that is:

- initiated by you, at your direction, or with your consent (whether expressed or implied),
- initiated by a User with respect to any Account may be accessed through Online Banking,
- initiated by any person (or that person's agent) who is the owner, co-owner or authorized representative of any Account that you may access through Online Banking,
- that results in the transfer of funds between Accounts you may access through Online Banking, even if subsequent transfers out of the Account(s) benefit someone else, or

- that is to or for your benefit (for example, the payment of a debt for which you are partially or fully liable).

If you claim a transaction is unauthorized, you must cooperate fully with us in our investigation of the transaction. You assign to us your right of recovery against the wrongdoer if we recredit your Account. You agree to cooperate fully with us in the recovery of any loss we sustain and the prosecution of any wrongdoer.

F. YOU MUST IMMEDIATELY REPORT TO US A COMPROMISE OF YOUR ACCOUNT INFORMATION AND/OR SECURITY CREDENTIALS.

If You Believe Any Login ID, Password or Other Security Credentials Are Lost, Stolen or Used Without Your Authority:

TELL US AT ONCE if you believe any login ID, password and/or other Security Credentials have been lost, stolen, or used without your authority, or if you believe that an Electronic Fund Transfer has been made without your permission using information from your check. Failure to take appropriate steps could result in the loss of all the money in your Accounts, plus the maximum amount of any line of credit or savings account linked to your Accounts to provide overdraft protection. You or your Security Administrator should immediately use the administrative functions in Online Banking to disable permissions or access for compromised login IDs, passwords or other Security Credentials. Telephoning is the best way of keeping your possible losses down, and we recommend that you call Online Banking Customer Support as soon as possible at the toll-free number provided in the section at the end of this Agreement titled “**How to Contact the Bank.**” If you cannot reach us by telephone, you may send a message to us using the Secure Message Center within Online Banking, or write to us using the contact information provided in the section of this Agreement titled “**How to Contact the Bank,**” or visit your local branch.

G. ACCOUNTS YOU MAY ACCESS THROUGH ONLINE BANKING

1. Deposit Accounts

Subject to any restrictions we may impose from time to time, you may obtain information about and perform certain transactions described in this Agreement involving many of your UMB Bank deposit accounts through Online Banking. More detailed information on those transactions is provided in the sections of this Agreement that discuss Transfers and Bill Pay transactions.

2. Credit Lines and Loans

Online Banking gives you information about the Current Balance, Credit Limit, Available Credit, and transactions for your credit and loan account. The Current Balance shown in Online Banking does not reflect accrued interest, fees and other charges that have accrued on the Account but that have not yet been posted. If the Account is delinquent, you may also owe additional amounts that are not reflected in the Account balance. If you are expecting to pay your loan or line of credit in full, please contact Online Customer Support for help in obtaining exact payoff amounts.

If you have a UMB-issued credit card, or a line of credit or loan related or linked to any of your deposit accounts (such as a credit card overdraft line of credit), you understand that the credit card and/or line of credit may also be accessed through Online Banking. You understand that the provisions of the agreements governing those products and services will govern overdrafts, automatic advances to maintain the minimum balance necessary to avoid account service charges, and direct advances resulting from your use of Online Banking.

When you establish an arrangement with us to automatically debit a deposit account at UMB to pay a line of credit or credit card account, you authorize us to charge your related/linked deposit account for any payments authorized under that billing arrangement until you have cancelled the automatic billing arrangement by notice to us.

Cancelling a Preauthorized Payment Arrangement. The best way to cancel a preauthorized payment arrangement that you have with us is by using Online Banking. Go to the Recurring Transfers screen in the "Online Activity" tab. Specify whether you want to cancel only the next payment due, or all future recurring payments for that loan. You must enter your instruction in Online Banking before 9:00 p.m. Central Time on a Business Day in order for the instruction to be effective on the following Business Day. Otherwise, the instruction will be deemed to have been received the next Business Day and will be effective on the next

following Business Day. If you notify us to cancel the automatic billing arrangement through the Secure Message Center (we do not recommend that you use the Secure Message Center for that purpose), the cancellation may not be effective until three (3) Business Days after we received your notice.

H. SERVICES AVAILABLE THROUGH ONLINE BANKING

Some of the Services described below may not be available for certain Accounts or customers or through certain devices such as some Mobile Devices. We reserve the right to modify the scope and type of activities offered via Online Banking and any of the Services at any time, or limit eligibility for these Services, in our sole discretion.

We may also, from time to time, introduce new Services or enhance existing Services. By using new or enhanced Services when they become available, you agree to be bound by the terms governing each service.

1. Obtaining Balance and Transaction Information

You may use Online Banking to obtain balance information and transaction histories for certain deposit and loan accounts.

Balance information and transaction histories reported through Online Banking may not include transactions that have occurred since the close of business on the previous Business Day.

Balance information shown for your deposit accounts will include the **Current Balance** and the **Available Balance**, and these balance amounts may differ.

The **Current Balance** is the ending balance in your Account as of the close of the previous Business Day. The amount shown as the "Current Balance" does not take into account adjustments for pending transactions or any holds that may have been placed on your Account. For example, we may place a hold for a short period of time on funds from a check you deposit, to make sure that the funds are collected. We may place a hold for a short period of time on credit that is available under a line of credit when you pay by check to make sure that available credit is kept within the Credit Limits established for the Account. See your credit account agreement for more details.

The **Available Balance** is the Current Balance, minus any holds as discussed in the above paragraph. The Available Balance also includes certain “real time” debits and credits which have taken place since the close of the previous Business Day. For example, ATM deposits and withdrawals, cash deposits, wire transfers, and other online activity is usually included in the “Available Balance.” The Available Balance provides the most up-to-date information from our computer systems regarding your Account balance. The Available Balance does not include or account for any scheduled payments or transfers that have not been processed.

For time deposit (such as CDs), balances shown do not include interest that has accrued but has not been credited to the Account since the last statement.

Transaction history information for most Accounts is available for at least your current statement cycle plus the previous two statement cycles.

2. Statements, including e-Statements.

Copies of your Account statements are generally available any time in Online Banking format for a period of 18 months. After that period of time, you can request a copy of your Account statement by calling Online Banking Customer Support. You may be required to have additional software on your computer, such as Adobe®, in order to view statements.

As part of enrollment in Business Online Banking, business customers will be automatically set to receive Account statements electronically in addition to their mailed paper statements, but can elect to discontinue our automatic mailing of paper statements and to receive some or all of their Account statements only electronically ("**e-Statements**"). For most deposit Accounts, stopping the automatic mailing of paper statements and choosing to receive your statements only electronically is optional; however, for certain Accounts, you may be charged a paper statement fee if you continue to elect to receive a mailed paper statement. Some deposit Accounts do not offer paper statements that are sent through the mail as an Account feature, and unless you enroll in e-statements for those Accounts, your Account will eventually be closed or converted to a different product type. Consult our applicable Account disclosures regarding account requirements and, if applicable, paper statements fees.

When you elect to convert any Account on which you currently receive paper statements to receive e-statements only, you will be required to accept our electronic statement and notice terms and conditions at the **Statement Delivery Preferences** tab.

If you previously elected e-Statements, that election continues to be effective until you notify us that you have revoked that election. Please see the Statement Delivery Preference tab for more information on how to cancel your e-Statement election.

Your Account tax statements (e.g. 1099-INT, Interest Income) will generally be available through Online Banking. However, you cannot elect to receive your UMB tax statements exclusively through electronic delivery at this time.

3. Transferring Funds

You may make one-time or Preauthorized Recurring Transfers of funds from many of your UMB deposit accounts or line of credit accounts to certain other UMB Accounts that you can access through Online Banking, including other deposit accounts, lines of credit, credit cards, and installment loans. For example, you can request an advance from your UMB line of credit to a deposit account at UMB through Online Banking; however, that function is not available in states such as Texas where advances under home equity lines of credit must meet defined loan to value parameters. You can transfer funds from a UMB deposit account to pay a UMB line of credit.

You may not use Online Banking to obtain an advance (loan) directly from one line of credit account to make a payment on another UMB line of credit account.

You may not use Online Banking to transfer funds out of a UMB CD or IRA to other UMB Accounts, or to transfer funds from another UMB Account into a CD or IRA.

Also, if your Account is a savings account or another type of Account that limits the number of transactions you may make during a statement period, the payments and transfers you make through the Service are counted towards those limits. If you exceed those limits, a fee may apply for each excess transaction. See our

Account disclosures for the limitations on permissible transfers, any fees that apply if you exceed those limits, and other applicable rules.

When you make a transfer or payment using Online Banking, but you do not have sufficient funds in the Account, and you have overdraft protection attached to that deposit account, an advance may be made from the overdraft line of credit, in accordance with the terms governing your overdraft line of credit account, to fund the payment. Your line of credit account may be charged an overdraft advance fee, and you will incur interest charges.

When we receive transfer instructions from you or any User on your behalf, you authorize us to debit your transfer "From Account" for the indicated amount and transfer the funds on your behalf to the transfer "To Account" designated by you. If we credit the transfer amount to the transfer "To Account", but the debit is returned to us for any reason, including but not limited to insufficient funds in the transfer "From Account", you authorize us to reverse from your transfer "To Account" the amount of the returned debit, and you may incur an NSF fee in the transfer "From Account".

It is your responsibility to ensure the accuracy of the information you enter when you request a transfer of funds, and to inform us as soon as possible if you become aware that any information you entered was inaccurate. If you notify us promptly through Online Banking Customer Support that you made a mistake in entering a transfer, we will make reasonable efforts to stop or recover a transfer directed to the wrong transfer "To Account". However, if you call us after the cut-off time for cancelling the transaction in Online Banking, we will not be able to prevent the transfer from occurring. We do not guarantee that any attempt on our part to reverse a transaction or to recover your funds will be successful and are not responsible or liable for any damages resulting from incorrect information entered by you or any other party to a transfer.

(a) Limits on Number and Dollar Amount of Transfers.

We have established limits on the number of transfers and on the dollar amount of transfers that you can initiate using Online Banking. Funds must be available in the "Transfer From" Account at the time that the transfer is processed. For Accounts that have an overdraft line of credit attached, we may consider the amount of credit that is available under the line of credit when making a decision on whether or not to complete the transfer. See your overdraft line of credit agreement for more information, including information on

applicable fees and minimum advance amounts. In addition, the receiving financial institution may have limits on the number and type of transfers allowed.

A Business may transfer funds through Online Banking in an amount up to the Available Balance in the “Transfer From” Account to another UMB Account on any Business Day. Bill Pay transactions made using the Bill Pay Service in Online Banking are excluded from these dollar and transaction limits.

There are other limits on the total number and total dollar amount of transfers that may be made between UMB Accounts per Business Day and per month through Online Banking; however, we do not disclose those limits for security reasons.

(b) Transfers Between Your Internal UMB Accounts

(i) One-Time Internal Transfers – How They Work.

Transfer of funds from a deposit Account or loan or line of credit you have at UMB to a deposit Account you have at UMB are generally processed and will be available in the transfer “To Account” simultaneously on the “Transfer Date,” unless the transfer is made after 9 p.m. Central Time, in which case the funds will be available the next day.

The “Transfer Date” is the date you enter for the transfer of funds in Online Banking.

Transfers of funds from a deposit account to a line of credit account or a loan account (including a home equity line of credit account), will be handled as follows: (i) the transfer will be debited from your deposit or line of credit account when we execute the transfer on the “transfer date,” unless we receive your transfer instructions after 9 p.m. Central Time, in which case the transfer will be debited the next Business Day; and (ii) the transfer will be credited to your loan account on the “transfer date” if (i) the transfer date you designate is a Business Day, and (ii) we receive your instruction to transfer the funds to your loan account no later than 9 p.m. Central Time on the transfer date. If you designate a non-Business Day as the transfer date, or if we receive your transfer instructions after 9 p.m. Central Time on the transfer date, the transferred funds will be credited to your loan account as of the next Business Day following the transfer date.

You may not use Online Banking to obtain an advance (loan) directly from one line of credit account to make a payment on another UMB line of credit account.

(ii) Preauthorized Recurring Transfers.

You can choose to make your transfer recurring with numerous frequency options. If you select a particular numeric date of the month as your frequency, and that date falls on a weekend or holiday, your transfer will occur the next Business Day. If the date you choose is the 29th, 30th or 31st day of the month, and a particular month does not have that date, your transfer will occur on the last Business Day of that month. In all other respects, the rules for internal recurring transfers, including when the funds are deducted in the "Transfer From" Account and when they are available in the "Transfer To" Account, are the same as apply to internal one-time transfers. Those are set forth in the subsection of this Agreement immediately above.

If you have instructed us to make a Preauthorized Recurring Transfer out of your Account, you can cancel the instruction within the "Online Activity" tab of Online Banking no later than 9:00 p.m. Central Time on the Business Day before the transfer is scheduled to be sent. More information about your rights to stop payment is included in the section of this Agreement, titled "Transferring Funds", "Stopping Payment on One-Time or Preauthorized Recurring Transfers" (two subsections below this section).

(c) Stopping Payment on One-Time or Recurring Preauthorized Transfers.

You may cancel a one-time future transfer or recurring preauthorized transfers by notice to us. The best way to cancel the transfer is by using Online Banking. Go to the "Online Activity" tab and look for either the "Future Transfers" screen (for one-time future transfers) or the "Recurring Transfers" screen in the "Online Activity" tab. For one-time future transfers, cancel the particular transfer, or for recurring transfers, specify whether you want to cancel only the next payment due, or all future recurring payments for that transfer. You must enter your instruction in Online Banking before 9:00 p.m. Central Time on a Business Day in order for the instruction to be effective on the following Business Day. Otherwise, the instruction will be deemed to have been received the next Business Day and will be effective on the next following Business Day. If you notify us to cancel a transfer through the Secure Message Center (we do not recommend that you use the Secure Message Center for that purpose), the cancellation may not be effective until three (3) Business Days after we received your notice.

(d) Right to Receive Notice of Transfers in Varying Amounts When Debits Are Made by Third Parties.

If you have provided preauthorization to another party to debit funds from your Account on a recurring basis, and the transfers vary in amount, the party you are going to pay should tell you, at least 10 days before each transfer, when the transfer will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

(e) Exclusions and Limitations on Our Liability for Errors in Making Transfers.

We will use reasonable care to complete all of your transfers properly. If you follow the instructions in the paragraph immediately above regarding how to stop a transfer before the transfer is processed, and we do not do so, we will be liable for your direct losses or damages caused by our failure, except as otherwise limited in this Agreement. However, we will incur no liability if we are unable to complete any transfers if:

- The transfer From Account has insufficient funds;
- The transfer service is not working properly, and you know or have been advised by us about the malfunction before you attempted to execute the transaction, or have received an immediate message that an error has occurred;
- The transaction is refused;
- You have provided us with incorrect information, including but not limited to incorrect information about the transfer “To Account”;
- Circumstances beyond our control, including but not limited to, fire, flood, network or system outages, issues with other financial institutions(s) involved in the transfer, or interference from an outside force, prevent us from properly executing your transfer.

We are not liable for damages other than direct damages you may incur if we do not make a transfer in

accordance with this Agreement, such as incidental or consequential damages.

Our liability is further limited in the section of this Agreement titled “General Contractual Conditions,” in the subsections titled “Warranties” and “Limitations of Liability,” In addition, if the transfer instruction involves a business Account, our liability is further limited by the section of this Agreement below titled “Special Terms that Apply to Business Accounts Accessed Through Online Banking.”

4. BILL PAY

You may initiate Payment Instructions through our Bill Pay Service, directing us to make one-time or recurring payments from your designated checking, or savings Account(s) to Recipients. Recipients must meet our qualifications, as described more fully below. You cannot make a Bill Pay transaction directly from IRAs, CDs, overdraft lines of credit, a loan account or your home equity line of credit account.

In addition to this Agreement, your use of the Bill Pay Service is governed by the Treasury Management Agreement and the instructions you receive through the Bill Pay Service. The principal terms governing the Bill Pay Service are those included in the Treasury Management Agreement. The terms in this Agreement are meant to augment those in the Treasury Management Agreement and if there is any disagreement between the Bill Pay Service terms in the Treasury Management Agreement and this Agreement, the Treasury Management Agreement shall govern.

You may make payments through the Bill Pay Service to any business, merchant or professional that generates a bill or invoice for products or services and that has an address we can verify (and each shall be a Recipient).

Payments may be made only to Recipients with a U.S. mailing address. You may not use the Service to make a payment for alimony, child-support, taxes, or other governmental fees, court- directed payments or payments to settle securities purchases. You are solely responsible for any claims or damages resulting from your scheduling of these types of payments through Online Banking or from any payments to prohibited Recipients, whether or not we make the payment, and even if the payment is delayed or improperly processed. We reserve the right to refuse to pay any person or entity to whom you may direct a payment. We are not required to notify you regarding a prohibited Recipient or any payment prohibited under this Agreement.

a. Your Recipient List. You must provide sufficient information about each Recipient ("**Recipient Information**") as we may request from time to time, to properly direct a payment to that Recipient and permit the Recipient to identify the correct account ("**Recipient Account**") to credit with your payment. This information may include, among other things, the name and address of the Recipient and your Recipient account number. Changes to your Recipient Information are generally reflected in the Service within one (1) Business Day after you make them. From time to time we may limit the number of Recipients you may designate to receive payments through the Service. You authorize us to follow your Payment Instructions and to rely on the accuracy of all information you provide. We are not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information that you provide. We reserve the right to select the method by which to remit funds on your behalf to the Recipient.

b. Payment Limits. Individual payments may be made in any amount **not less than \$1.00 and may not exceed \$100,000.00 in total on any Business Day.** Payments may not be in an amount that exceeds the Available Balance in your Account plus the amount of your Available Credit for the overdraft line of credit attached to the Account at the time the payment is initiated. You may not schedule duplicate payments. A duplicate payment is one that is scheduled to be made to the same Recipient on the same day and for the same amount.

c. Delivery of Your Payments. You may schedule payments on the day that you enter the payment information (a "**Same Day Payment**"), for a future date (a "**Future Payment**"), or to be automatically initiated in a fixed amount weekly, biweekly, twice a month, monthly, every four weeks, bimonthly, quarterly, semi-annually or annually (known as "**Recurring Payments**"), subject to the restrictions in this Agreement. Although you can generally enter payment information through the Service 24 hours a day, 7 days a week, payments can be "initiated" only on our Business Days. The date on which a payment is to be "**initiated**" is the date on which funds are to be deducted from your Account; in this Agreement, it is also called the "**Process Date.**" Please refer to the [Online Banking Help section of UMB.com](https://www.umb.com/online-banking-help) for more information regarding the scheduling of payments.

After funds are withdrawn from your Account on the Process Date, we may remit your payments by Electronic Funds Transfer, by mailing the Recipient a check drawn on an account we maintain for that purpose, or by other means. Because of the time it takes to transmit the payment to your Recipients, they generally will not receive payment on the Process Date. This is the case regardless of whether the payment is a Same Day Payment, a Future Payment, or a Recurring Payment. Therefore, in order to provide sufficient time for payment

to be received by your Recipients, the Process Date for each payment should be at least five (5) Business Days before the Due Date. The **"Due Date"** is the date on which the payment must be received by the Recipient to be considered "on time" under your agreement with the Recipient, not including any grace period that the Recipient may provide before the Recipient imposes a late fee or similar penalty. The first time you send a payment to a Recipient using the Service, it would be helpful if you allow additional time. That would allow the Recipient to adjust to the new form of payment.

d. Order of Payment. If more than one Bill Pay transaction is scheduled for the same Business Day, we will, in our sole discretion, determine the order in which those payments are processed. You cannot control the order in which these payments are processed. Accordingly, if your Account does not contain sufficient available funds to complete all of your payments, any one or more of the payments may not be completed.

e. Same Day Payments. Same Day Payments must be entered into the Service by 1 p.m. (Central Time) on a Business Day in order for the payment to be initiated on that day.

f. Future Payments. You may schedule a payment to be initiated on any future Business Day (a **"Future Payment"**).

g. Recurring Payments. You may schedule payments to be automatically initiated in a fixed amount weekly, bi-weekly, twice a month, monthly, every four weeks, bi-monthly, quarterly, semi-annually, or annually (a **"Recurring Payment"**). The date on which a recurring payment is scheduled to be initiated is referred to as the **"Recurring Payment Date."** If a Recurring Payment Date is a day that does not exist in a certain month, the payment will be initiated on the last Business Day of the month. For example, if you schedule a payment for the 30th of each month, your payment for the month of February will be initiated on the 28th of February (or the 29th, in a Leap Year), or the last Business Day of February, if the Recurring Payment Date falls on a day which is not a Business Day. If the Recurring Payment Date falls on a day other than a Business Day in any month, your payment will be initiated (i.e., the payment will be deducted from your Account) on the preceding Business Day. Thus, your actual Process Date for any month may not be the Recurring Payment Date. For example, if you schedule a Recurring Payment to be initiated on the fifth (5th) of each month, and August 5th is a Saturday, your payment for August would be initiated (deducted from your Account) on August 4th.

It also is important to note that differences in the days of the week can reduce the number of Business Days between your scheduled Recurring Payment Date in any particular month. In order to ensure that your Recurring Payments are always initiated at least five (5) Business Days before your payment Due Date, we

recommend that you schedule the Recurring Payment Date to be at least ten (10) calendar days before the Due Date.

h. How to Cancel or Change Payments. The best way to cancel or change a previously scheduled payment is to do so in the Bill Pay Service itself. To cancel a “Same Day Payment,” “Future Payment” or a “Recurring Payment” that is scheduled to be processed that day, you must enter the information in the Service by 1 p.m. Central Time on the Business Day the payment is to be initiated. A “Same Day Payment” may not be cancelled after 1:00 p.m. on the Business Day the payment is to be initiated. For Future Payments or Recurring Payments, if you enter the information after 1:00 p.m. Central Time on a Business Day, the instruction will be effective the following Business Day. Review the Payments screen, or the Recurring Payments tab in the Bill Pay section of Online Banking and select “Cancel.” In order to change the date or amount of a Recurring Payment, you must first cancel the Recurring Payment, and then schedule a new Recurring Payment to reflect the change. Any Recurring Payments already scheduled and displayed in Pending Payments will be processed and sent to the Recipients unless you cancel each Pending Payment.

If you need further help to stop a Recurring Payment, you may call Online Banking Customer Support at the number shown at the end of this Agreement.

If you tell us to stop a payment made through Online Banking by using a method other than by entering the change in the Bill Pay Service (such as by sending us a message using the Secure Message Center – we do not recommend that you use the Secure Message Center for that purpose), you must notify us in time for us to receive your request three (3) Business Days or more before the Process Date. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If you order us to stop a Recurring Payment three (3) Business Days before the Recurring Payment Date, and we do not do so, we will be liable only for your direct losses or damages.

We do not automatically cancel scheduled payments, including Recurring Payments, if you cancel the Bill Pay Service. You must specifically cancel all scheduled payments at the time you terminate the Bill Pay Service if that is what you intend. If you close the Account from which Bill Pay transactions are made, you must arrange for payments to be made in another manner. We will not notify your Recipients that you have cancelled the Bill Pay Service.

i. Limited Late Fee Reimbursement. We will reimburse customers who use the Bill Pay Service up to \$50 per payment, for any Recipient-imposed late fee or portion of finance charges associated with the late payment

amount that the Recipient will not waive or reverse as a courtesy to you or to us or any third party and that was incurred by you due to a payment posting late. To be eligible for this reimbursement, you must have scheduled the payment resulting in such a fee in accordance with the times recommended in this Agreement and the instructions relating to the Service, and none of the circumstances excusing our timely performance set forth in the section of this Agreement below titled “**Bill Pay**,” “**Exclusions and Limitations on Our Liability in Processing Payments**” may be applicable. Reimbursement do not apply to payments for alimony, child-support, taxes, or other governmental fees, court-directed payments or payments to settle securities purchases through the Service, payments to interest bearing accounts, or payments scheduled during any applicable grace period. (That is, if the Due Date for a payment is the first day of the month and your Recipient provides a 15-day grace period before a late payment penalty applies, the payment must be initiated no later than 5 Business Days before the first of the month for reimbursement to apply). If we or any service provider we use erroneously caused the incurrence of the late fees or finance charges, then reimbursement up to \$50 will be returned to you.

If the late fees or finance charges are caused by your error, we will not be responsible for any reimbursement.

j. Failed Payments. If we are not able to make a payment as you directed, the transaction that you entered will be shown on the Payment History screen as a Failed Payment, and you will receive a notice of the failed payment when you sign into the Bill Pay Service. For example, if there are not sufficient funds in your Account on the Process Date or if other payments we have been asked to make on your behalf (such as checks you write or debit card transactions you make) would reduce the Available Balance below the amount required to make the payment, we may not make the payment. When a payment fails because of insufficient funds, we will attempt to make the payment on the following Business Day. If there are not sufficient funds in the Account on that date, your payment will not be attempted again. You will need to reschedule the payment or make other payment arrangements.

k. Payments That Are Not Completed. If we remit your payment to a Recipient by mailing your Recipient a check drawn on an account we maintain for that purpose and the check has not been presented to us for payment within 90 days after the Process Date, we will place a stop payment order on the check and mail you a refund check or deposit the amount of the payment into your account.

l. Authorization to Charge Your Account. In your Payment Instructions for each bill you wish to pay, you must designate a Pay-From Account from which the funds will be debited to make the payment. You authorize us to charge the designated Account according to your Payment Instructions.

You agree that you will have funds available for each payment you make from each Pay-From Account according to your Payment Instructions. Please review the Deposit Account Agreement regarding when funds are made available to your deposit accounts. Deposited or transferred funds are not always made available on the day you make the deposit or transfer. If you do not have sufficient funds in the designated Pay-From Account to cover a transaction, we decide, without notice to you and in our sole discretion, whether or not to complete the transaction, and we may make additional attempts to debit your Pay-From Account for the amount. If we make a payment on your behalf, and there are insufficient funds in your Pay-From Account to cover the payment, you agree that we may debit the payment through setoff from another Account you hold at the Bank, as permitted by law and as set forth in other agreements applicable to your Account(s). We also will debit associated service fees and charges, such as fees for insufficient funds ("**NSF**" or "**non-sufficient funds**") or overdraft items in accordance with our agreements and standard procedures. You are responsible and agree to reimburse us for all service fees and charges assessed against your Account(s) in connection with NSF activity, and you remain liable to us for all funds we have advanced plus applicable service fees and charges until we are paid in full. Availability of funds in any of your other Accounts will not prevent us from rejecting a payment and/or you from incurring NSF or overdraft fees if you do not have sufficient funds in the Pay-From Account to cover a payment instruction. In addition, if your history of NSF activity is excessive we may, in our discretion, prohibit you from using Bill Pay.

We shall have no obligation or liability if we do not complete a transfer or payment because there are insufficient funds in the Pay-From Account to process your payment instruction or because of incomplete or inaccurate information. You are responsible for either rescheduling the payment through Bill Pay or making alternate arrangements for the payment.

m. Exclusions and Limitations on Our Liability in Processing Payments. We are only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. If you follow the instructions in the paragraph above titled "Bill Pay," "How to Cancel or Change Payments" regarding how to stop a payment before the payment is initiated, and we do not do so, we will be liable for your direct losses or damages caused by our failure, except as otherwise limited in this Agreement. However, we will not be liable in any way for damages you incur (i) if you do not have sufficient funds in the Pay-From Account to make the payment on the Process Date, (ii) for delays in mail delivery, (iii) for changes to the Recipient's address, account number or bank routing number unless you have advised us of the change

sufficiently in advance, (iv) for the failure of any Recipient to correctly account for or credit the payment in a timely manner, (v) if you have not provided correct payment information, (vi) if you have been advised that the payment processing center is not working properly but you execute a transaction anyway, or (vii) for any other circumstances beyond our control.

We are not liable for damages other than direct damages you may incur if we do not make a payment in accordance with this Agreement, such as incidental or consequential damages.

Our liability is further limited in the section of this Agreement titled "General Contractual Conditions," in the subsections titled "Warranties" and "Limitations of Liability." In addition, if the payment instruction involves a business Account, our liability is further limited by the section of this Agreement below titled "Special Terms that Apply to Business Accounts Accessed Through Online Banking."

5. SECURE MESSAGE CENTER

You may communicate with us, and we may communicate with you electronically via Secure Mail through our "Secure Message Center" tab in Online Banking. Those messages are encrypted using standard encryption technology used in the financial services industry to protect your messages from being seen by others outside our organization.

If you send us a Secure Mail message, we will be deemed to have received it on or by the following Business Day. You agree that we will have a reasonable time to act on your email. **Therefore, we do not recommend that you use Secure Mail if you need to communicate with us immediately, for example, to report an unauthorized transaction from one of your Accounts.**

In order to reduce possible errors, we will not honor a request that you make through the Secure Message Center to modify the amount or destination of a transfer or payment that you make through the Service, to set up or change a Recipient, or to accept other Payment Instructions or to most other actions that have established menu functions within the Transfer or Bill Pay portions of Online Banking. You must use the applicable Service menu for those functions.

(You may use the Secure Message Center to tell us to cancel a future dated or pre-authorized recurring transfer or bill payment, but we do not recommend that you use the Secure Message Center in that manner. If you do, you must accurately identify the account from which the payment or transfer is to be made, the expected date of the payment or transfer, and if it is a recurring payment or transfer, whether all such future payments are to be cancelled or just the next scheduled recurring payment. If you don't tell us differently, we will assume that it is just the next scheduled recurring payment or transfer was intended to be cancelled. And your instruction must be received by us in the Secure Message Center at least three (3) Business Days before the recurring payment or transfer is scheduled to be processed.)

If you order us to stop payment on a check that you have written by sending us a message in the Secure Message Center, you must have User Rights permitting you to issue a stop payment and your message must be received by us before the check has been presented to us for payment, either in a branch or through the check collection system. Your message must specify the account number, check number, the date of the check, and the payee. We will have until the end of the Business Day after we received your stop payment instruction in the Secure Message Center to place the stop payment on our system. See our Deposit Account Agreement for other terms that apply to stop payment orders.

Secure Mail messages sent to the Bank are the property of the Bank, and we reserve the right to delete such messages from the system from time to time. You agree that we may send you Secure Mail messages through the Secure Message Center about products or services we offer.

We provide certain pre-selected topics for you to use when communicating with us about your Account, and we encourage you to use these topics, because they will help guide your message to the right customer service group at UMB. If we are unable to respond to your message without obtaining more information from you, we will either send you a response through the Secure Message Center, or we may call you at a telephone number that we have on file for you. You consent to our contacting you at any number that you provide to us in order to service your Account, including through the use of autodialers or other automated equipment.

If the subject matter of your message involves something that requires a response to be "in writing" under governmental regulations, you consent to our delivering the information to you electronically in the Secure Message Center. When we choose to send you information this way and not by sending the information through the US mail, we will send you an email message to the external email address that you

have provided to us, telling you that you have an important message from us regarding your Account in the Secure Message Center. If we deliver a message to you in that manner, you will be deemed to have received our message in the Secure Message Center when we send you the email to your external email address you have provided, directing you to sign into Online Banking and see the detailed information in the Secure Message Center.

6. ALERTS

Online Banking provides you with a number of different kinds of alerts. There are alerts to warn you about the status of your Accounts, to notify you when particular transactions occur, and provide security alerts that help you to protect your Accounts.

You can choose to receive alerts in any of these ways:

- Text message
- Email
- Telephone call
- In the Secure Message Center.

Secure Message and email alerts are sent immediately when they are generated by our Online Banking System. You specify the time for us to send you alerts in a telephone call or text message.

When you enter an alert in our Online Banking system, you consent to our sending you the alert in the manner that you have selected. UMB Bank does not charge you a fee for delivery of Alerts; however, if the delivery method you select is via text message, your wireless Service Provider's standard message and data rates may apply.

You acknowledge and agree that we must be given a reasonable period of time (up to two Business Days) to process your request to change any of your designated delivery methods or to stop alerts from being sent.

(a) Security Alerts.

Online Security Alerts help you monitor and protect your Accounts from unauthorized access. Typical security alerts include sending the customer via the requested method when an ACH Transaction or wire payment have been initiated and are out for review, a password has been changed, a computer browser is successfully registered for Online Banking, a user login is disabled or a user login is locked out, a new user is created, or security alert preferences are changed. Some of these Security Alerts may not be disabled by the user. Please review the full menu of available security alerts.

In some circumstances, when we perceive that unusual behavior may be occurring in one or more of your Accounts and time is of the essence, we attempt to contact you immediately to verify the activity or transactions in question, using any communication channel that is available to us.

(b) Account Alerts.

Account Alerts notify you when transaction activities occur on your Accounts. **Transaction Alerts** notify you that you have received a wire transfer or ACH payment, a payroll deposit, an external funds transfer, made a bill payment, changed the address for an Account, reordered checks, etc. **Balance Alerts** let you know when your Available Balance is greater or less than an amount you specify. **History Alerts** let you know when a certain check number is paid, check transaction greater or less than a specific account occurs, or other tracking criteria are met. To receive Account Alerts, you must complete our online Account Alerts enrollment process. During enrollment, you will be prompted to select the Accounts and types of transactions for which you will receive the Account Alerts. You may make additions, deletions, and modifications to your Account Alerts selections at any time.

Your selected Account Alerts will be delivered to your Secure Message Center as well as via your other designated delivery methods. To modify or discontinue your Account Alerts, log in to Online Banking and change your selections in the "Account Alerts" tab.

(c) Other General Information About Online Banking Alerts.

Security Alerts and Account Alerts are available only for deposit accounts you may access through Online Banking. We will not include your full account number in an Alert; however, Alerts may contain your name and certain other information about your Accounts, such as information pertaining to your account balances, debits

or credits to your account, or insufficient funds, depending upon the type of Alert. Anyone with access to your email, mobile device or telephone may be able to access the contents of the Alerts. It is your responsibility to secure and protect your computer or Mobile Device, your Security Credentials, and your email from unauthorized access, and to provide us with timely and accurate information about your designated delivery method(s) in order to protect the confidentiality of your information.

If you require additional details about a transaction contained in an Alert, you may log in to Online Banking and view transaction information or send us a secure email through your Secure Message Center. You may also contact us at Online Banking Customer Support. We may change, suspend or terminate the Alerts service at any time without prior notice.

ANY ALERTS WE SEND TO YOU ARE PROVIDED AS A CONVENIENCE TO YOU AND/OR FOR ADDED SECURITY. WE ARE NOT RESPONSIBLE FOR ANY FAILURE TO SEND, MISDIRECTION, ERROR IN CONTENT, OR DELAY IN SENDING ANY ALERTS, INCLUDING ANY TYPE OF SECURITY ALERT, OR FOR ANY FAILURE OR DELAY IN YOUR RECEIPT OF AN ALERT OR FOR ANY ACTIONS YOU TAKE IN RESPONSE TO AN ALERT. WE DO NOT GUARANTEE THE DELIVERY OR ACCURACY OF THE CONTENTS OF ANY ALERT. YOU AGREE THAT YOU WILL NOT RELY EXCLUSIVELY ON RECEIVING ALERTS FROM US TO MONITOR YOUR ACCOUNT. IN NO EVENT WILL WE BE LIABLE FOR CONSEQUENTIAL, PUNITIVE OR EXAMPLARY DAMAGES AROUND OUR OF OUR PROVIDING, FAILING TO PROVIDE OR ERRORS IN PROVIDING ALERT SERVICES.

ANY ALERT WE SEND TO YOUR CELL PHONE NUMBER MAY BE SUBJECT TO THIRD-PARTY MESSAGE AND DATA FEES.

7. MOBILE BANKING

a. Supported Devices.

You can access our Mobile Banking Service by using a variety of supported electronic Mobile Devices. More information is provided in the HELP section of UMB.com. You can get technical advice on Mobile Apps, the Web browsers that we support, and how to use Mobile Banking by calling us at the number for Online Banking Customer Support shown at the end of this Agreement.

To participate in the Text Messaging/ SMS (“**short message service**”) feature, your device must have Text Message / SMS capability, and you must have a Text Message / SMS plan with your mobile carrier. To use Mobile Banking over the Internet using your mobile Web browser, your Mobile Device must have current Web browser software, and you need a data plan that includes internet service from your mobile carrier.

Our Mobile Banking Service is also accessible using Mobile Applications (“**Mobile Apps**”) for selected mobile devices using Android™ or Apple® operating systems. Our Mobile App, if available for your Mobile Device and operating system version, will be made available through your device-specific App Store. Mobile Banking using a Mobile App also requires you have a data plan with your mobile carrier, and your mobile device must support Mobile applications.

We are not responsible if you attempt to access the Service using an unsupported mobile device.

b. Protecting Your Mobile Device.

Although your User ID can be saved within the Mobile Device, your Password is not and should not be saved to your device. For your security, we strongly recommend that you never save passwords on your mobile device. Your Online Banking Password is protected by industry-standard encryption when entered on the mobile device.

You must notify us immediately if you change any telephone number that you have enrolled to receive the Service. You must take this step to ensure that any Text Message / SMS Messages for which you have enrolled continue to be sent to the Mobile Device that you intend. The Alerts feature of the Service will continue sending Text Message / SMS Alerts to the telephone number enrolled for the Service even if the associated User ID or Password is changed, your access to Accounts through the Service is blocked, or when other security aspects of the Service get modified. In addition, if you have installed the Mobile App on a device, any alerts set-up to push to the Mobile App will continue to be pushed to the device while the Mobile App is installed. To discontinue receiving all or specific Alerts, you must modify your Alert settings within the Mobile Apps, from the mobile enabled website, or within Online Banking using Manage Mobile

You agree to indemnify, defend, and hold us, our affiliates and service providers harmless for failed, delayed or misdirected delivery of information because of any error you make in enrolling your Mobile Device in Online Banking or because you fail update us on any change to your authorized Mobile Device.

c. Alerts.

You can sign up to receive banking-related text message Alerts to your Mobile Device. For general information about Alerts, see the topic of “Alerts” under “Services Available Through Online Banking” above.

We use the “SMS” or short message service format to send you Text Message Alerts. Alerts can also be to an email address you provide in the Service, or to your Mobile App (i.e. iPhone® App). The HELP section of UMB.com explains how Alerts are delivered to each of those different types of devices.

Text Message / SMS Alerts are received by your Mobile Device in the same manner as other text messages, and may be read by any person who uses your Mobile Device. We are not responsible for protecting the confidentiality of your Alerts under those circumstances. We recommend that you delete Text Message / SMS Alerts after you have read them.

d. Text Banking.

You may send us certain commands that make it easy to manage your banking relationship with us through your Mobile Device. Commands should always be sent to our 226563 shortcode. You will be required to enable Text Banking if this is a feature you wish to use this feature. Sign into Online Banking, and under **Services** select “Text Banking.” Enable the service and agree to the user terms of the service. You will then be provided the text banking commands that can be sent to the shortcode that UMB provides.

e. Web Mobile Banking Functions.

You can access Online Banking using the browser on your Mobile Device to view your Account balances or Account transaction history, to make transfers, and pay bills in the same manner that you can when you access the Service through a personal computer. Please refer to other sections of this Agreement regarding the Accounts that are available to you using Online Banking, the limitations on the dollar amounts of transfers

and bill payments you may make, and how to contact us if you believe a transaction reflected on your account statement was unauthorized or incorrect.

f. Mobile Application Functions.

UMB supports Mobile Apps for select devices. The App will offer the same functionality that is available through Web Mobile Banking, but with an enhanced user experience customized to the mobile device supporting the App.

g. Remote Deposit.

You can deposit checks to your UMB Accounts using your Mobile or tablet Apps. Limits on the dollar amount and number of checks you can deposit through Remote Deposit apply. For more details, please reference our Remote Deposit Terms and Conditions, which you are required to accept when you sign up for our Remote Deposit services.

h. Your Agreement with Your Mobile Service Provider.

You remain subject to the terms and conditions set forth by your mobile service provider (i.e. AT&T, Verizon, Sprint, T-Mobile etc.) or other unaffiliated party. Our agreement with you for Online Banking does not change your obligation to comply with those separate terms and conditions. You are responsible for any fees imposed by your mobile communications carrier. Those charges may include data usages fees, text messaging (SMS) fees, etc. You must directly resolve any issues that arise regarding your mobile service with your mobile carrier; we do not provide that kind of support.

i. Software and Licenses.

You are entitled to a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license to use the system we make available to you strictly in accordance with this Agreement for the purpose of conducting mobile banking transactions as described in this Agreement. You may use this license within the United States and its territories through any of our available mobile banking service channels, such as Text Messaging, Mobile Web or Mobile App. If your Mobile Device supports one of our delivered Mobile Apps, you

will be required to download our Mobile App from the App Store each time that you replace your Mobile Device. We do not charge for downloading our Mobile App. If you change your mobile number and your old number is enrolled for Text Message / SMS Mobile Banking or Text Message / SMS alerts, you are required to update your mobile number using **My Profile** within the Settings menu in Online Banking at the number for Online Banking Customer Support found at the end of this Agreement.

j. Your Obligations Related to Mobile Banking.

Usage – Our Mobile Banking Service will not work unless used properly. You are responsible for learning how to use our Mobile Banking Service as explained in the HELP section of UMB.com. Additionally, you are responsible for making sure that you know how to use your mobile device and our Mobile Banking software.

Location Data – You understand that when you use any location-based feature of our Mobile Banking Service, your geographic location and other device specific information is accessible by our Mobile Banking service. If you do not wish for our Mobile Banking service to access that information, you must not use such geography-based features. The Service will allow you to specify a location and search for ATMs and Banking Centers that are in the closest proximity to the location entered, without the Service accessing the location of your Mobile Device.

User Behavior – You agree that you will not use our Mobile Banking service in any way that will (a) infringe any third-party copyright, patent, trademark, trade secret or any other proprietary rights, including any rights in the Mobile App Software downloaded from your device's App Store, should you decide to use the Mobile App Software downloaded from your device's App Store, should you decide to use the Mobile App mobile delivery channel, (b) be fraudulent or involve the sale counterfeit or stolen items, including, but not limited to, use of mobile banking to impersonate another person or entity (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) falsely represent yourself, be deceptive or inaccurate (e) create liability for us or our affiliates or service providers, or cause us to lose any part of the Service or services provided by our service provider; (f) be offensive, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to our Mobile Banking service (i) interfere with or disrupt Mobile Banking services of another user; or (j) use our Mobile Banking Service to gain unauthorized access to other computer systems.

User Security – You agree not to make your User ID and Password that you use to access your account available to unauthorized individuals. You are solely responsible for financial transactions authorized through your Mobile Device, including but not limited to bill payments and transfers. If you permit other individuals to use your User ID and Password to access the Service, you are liable for any transactions that they authorize against your Accounts. You agree to exercise caution when using the Service on your Mobile Device and to use good judgment when obtaining or transmitting information. We recommend that you lock your mobile device whenever the lock feature is available. We recommend that you delete Text Messages / SMS received through our Mobile Banking Service once you have read them. You agree to notify us immediately if your enrolled mobile device is lost or stolen or if you change your telephone number, and you are enrolled in Text Message / SMS Mobile Banking or Mobile Alerts Services. You may also enroll your new telephone number and delete your old telephone number using **My Profile** within the Settings menu in Online Banking.

If you believe that your use of the Service has been compromised in any way, you must immediately contact Online Banking Customer Support at the number provided at the end of this Agreement.

Proprietary Rights – You are entitled to use content delivered to your Mobile Device by us for Mobile Banking Services only. You may not copy, reproduce, create or distribute plagiaristic works from our content. You agree that you will make no attempt to reverse engineer our Mobile Banking Service technology, Software or Local App residing on a mobile device.

Indemnification – You agree to indemnify, defend, and hold us, our affiliates and service providers harmless from any and all third party claims, expenses, costs, liability and damages (including, but not limited to, reasonable attorney fees) arising from your use by any other person whom you have authorized to access your account information through our Mobile Banking Service our Mobile Banking Service (including, but not limited to, the Software and App), your violation of this Agreement or your infringement of any of our intellectual property. We will not be liable to you for special, indirect or consequential damages.

k. Additional Mobile Banking Terms.

Service Availability – The availability, response time and proper functioning of our Mobile Banking Service depends on many factors including, but not limited to, your geographic location relative to your mobile carrier's

geographic coverage, wireless network availability, signal strength and the hardware and software of the mobile device itself. Neither we nor our service providers war that the Service will operate without interruption, be free from error or will meet your expectations. You agree that neither we our service providers will be held liable for any loss or damage caused by our Mobile Banking Service not being available, or its failure to function properly, or for any actions taken in reliance thereon including, but not limited to, service interruptions, inaccuracies, delays, loss of data or loss of personalized settings.

Service Limitations – We will not be held responsible for the operation, security, functionality or availability of any wireless device or mobile network you utilize when accessing our Mobile Banking service.

No Service Warranty – Our Mobile Banking Service is offered “AS IS” without warranty of any kind, express or implied.

I. GENERAL CONTRACTUAL TERMS

1. Transaction Limitations

For security reasons, we may impose additional limits on the frequency, number, and dollar amounts of the various transactions you can perform using Online Banking, but those limits are not disclosed. In addition, as noted herein, we reserve the right to refuse to pay any person or entity to whom you may direct a payment through Online Banking. Concerning withdrawals and transfers from savings and money market accounts, federal regulations limit third party or pre-authorized transfers and withdrawals to six per statement cycle.

2. Accuracy of Information

Account information you obtain through Online Banking may not always be accurate or current. In addition, the balance in your Accounts may change at any time as we process items and fees against your Accounts; therefore, the information provided to you through Online Banking may become quickly outdated. You agree that neither we nor our Service Providers will be liable for any errors or delays in providing or updating account information available in Online Banking, or for any actions you take in reliance on any such information as provided.

You are responsible for the accuracy of your data entry and use of Online Banking when accessing Accounts and conducting transactions. We are not liable for errors caused by your misuse or error. This includes any error caused by "pre-filling" or automated entry done on your behalf by the device, system or application software.

3. Overdrafts

If a transaction you initiate using Online Banking overdraws your Account, and the overdraft is not covered by our premium overdraft service relating to the overdrawn account, you agree to make immediate payment to us of the amount of any such overdraft, together with related service charges. You also agree that we may charge the overdraft and related service charges against your other Accounts with us to the extent permitted by law or by the Deposit Account Agreement. Please refer to the section in the Deposit Account Agreement entitled "Insufficient Funds and Overdrafts" for additional information on overdrafts and NSF items.

4. Limitations on Our Liability

We will use reasonable care to comply with your instructions regarding transfers and payments. However, we will incur no liability (and no obligation to reimburse you for late charges or other losses you incur) if we are unable to complete any of your transfer or Payment Instructions due to the existence of certain circumstances. See the sections of this Agreement above titled "Transfers," "Exclusions and Limitations on Our Liability for Errors in Making Transfers, and "Bill Pay," "Exclusions and Limitations on our Liability in Processing Payments."

5. Liability for Loss of Data or Erroneous Data

Each party will bear the liability or the risk of any error or loss of data, information, transactions or other losses which may be due to the failure of their respective computer system or third-party communications provider on which each party may rely. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your computer system or Mobile Device, including but not limited to damage or loss resulting from date-related problems.

6. Fees and Charges

(a) Our Fees.

When you make transfers or payments from a designated Account, we will generally charge the debit and any related fees against that Account. You agree, however, that we may charge such debits and fees, and all other fees and charges relating to Online Banking for business, including any fees for Treasury Management Services, against any Account you have with us. All fees will be charged in accordance with the terms of the applicable Disclosure of Products and Fees, the Online Banking Fee Schedule or in the Treasury Management Agreement. We reserve the right to change any fees and charges at any time, and we will provide you with any notice required by law of any changes to our fees and charges. If neither your designated Account from which you initiate a transfer or payment nor your Billing Account has a sufficient balance to pay all applicable fees and charges due, we may exercise our right of setoff against any of your other Accounts as provided by law or the Deposit Account Agreement. Any applicable fees will be charged regardless of whether you use a service during the billing cycle.

(b) Third Party Fees.

You understand that other agreements you may have with unaffiliated Third Party Service Providers may include fees, limitations, and restrictions that might impact your use of Online Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Online Banking, receiving or sending text messages, or other use of your Mobile Device to access Online Banking), and you agree to be solely responsible for all such fees, limitations and restrictions.

(c) Online Banking Fees. We charge the following fees for the for Online Banking:

Basic service (account information, bill payment and funds transfers): No monthly fee

Access to QuickBooks: \$14.95 per month

Exceeding number of permitted transfers per month (savings accounts and other accounts with limited transaction privileges) – See your applicable business account fee schedule.

Insufficient funds (transfer or bill payment) - See your applicable business account fee schedule.

These fees are in addition to fees that you would otherwise incur based on maintaining your UMB Bank Accounts (such as monthly maintenance fees or activity fees), and are in addition to interest or any other charges that you may incur under your overdraft line of credit agreement or margin agreement (if applicable).

7. Cancellation or Termination of Online Banking and/or Services

An Authorized Representative may cancel your Online Banking Account, or any of its individual Services, by giving us at least 10 days prior written notice by telephone or in writing. You may also do so in-person at one of our branch offices, by calling or emailing us via the Secure Message Center, or by calling or writing to us using the contact information provided in the "How to Contact the Bank" section at the end of this Agreement. You will not be entitled to a refund of any prepaid fees or charges. You must tell us your name, address and the effective date of your cancellation.

We can refuse Online Banking to anyone, change the terms of this Agreement, and/or modify Online Banking or its Services and features at any time and without notice to you except to the extent that the law requires that we provide a notice to you. Except as otherwise required by law, we may also, in our sole discretion, terminate or suspend all or part of your use of Online Banking or the Services at any time without prior notice, with or without cause, and without liability to you.

If more than one person can access an Account through Online Banking, we reserve the absolute right to terminate all Online Banking access to the Account upon the request of the account owner, any account co-owner, or any other individual authorized to access the account. In addition, our Service Providers through which we offer various Services may terminate your access to Online Banking and/or any of its Services without prior notice to you, with or without cause.

Neither your cancellation nor our termination or discontinuation of your Online Banking Account or its Services shall affect your liability or obligations that have accrued prior to the date of cancellation or termination under any of the provisions of this Agreement which, by their nature or by express provision, are intended to survive

cancellation and termination. You will remain liable for payments, transfers and other transactions in process and for the payment of any accrued fees and charges.

If you cancel or we terminate your Online Banking you may not be able to continue to use certain Treasury Management Services. Please refer to your Treasury Management Agreement.

8. Notices

Any notice we give you concerning Online Banking and/or your Accounts is effective (i) when we send you a Secure Message in the Secure Message Center or an email to your email address of record, (ii) when you access or use Online Banking after the effective date of a notice that is posted on our web site on or near the login page, or (iii) when we mail or deliver the notice to you at the mailing address we have for you in our account records.

When applicable, we will send you notices in accordance with Regulation E and/or the Electronic Fund Transfers Act, which both govern Consumer accounts. Any notice we send you will be deemed to have been received by you at the earlier of (i) when the notice has been to your computer, e-mail address, Mobile Device or to the Secure Message Center in the manner that you have requested, and in accordance with the terms of any E-SIGN Consent that you have provided, or (ii) within three days of being sent through the mail. If any of your Accounts has more than one co-owner, notice to any one co-owner will be considered effective notice to all.

A notice that alerts you to availability of a disclosure on an Internet web site (including our Secure Message Center) and that provides you with the web site address of where you can retrieve the disclosure, in lieu of sending you the entire disclosure, will be sufficient notice, If you have consented to receive notices to us electronically. BY ACCEPTING THIS AGREEMENT, YOU AGREE THAT WE MAY SEND YOU ELECTRONIC MESSAGES ABOUT PRODUCTS OR SERVICES WE OFFER (INCLUDING ADVERTISEMENTS), although you may opt-out from email advertising by following the instructions in any email advertisement you receive or by either (i) selecting the "Opt Out" link at the bottom of the email, or (ii) contacting Online Banking Customer Support.

9. Tell Us When You Change Your Contact Information

The Security Administrator agrees to notify us promptly of any change in your personal or business information, including your mailing address, physical address, email address, telephone number, and Mobile Device text number, as this information is relevant to Online Banking. Please notify us by updating that information in the “My Profile” tab in Online Banking, or by calling Online Banking Customer Support.

10. Joint and Several Liability

If any one or more of your deposit accounts has co-owners, each co-owner will be jointly and severally liable for any obligation which arises from the use of Online Banking to access the Account(s). This joint and several liability shall extend as well to any line of credit accessed through any such Account.

11. Monitoring

Except to the extent prohibited by law, we reserve the right to review and/or monitor transactions and instructions submitted via Online Banking for security, legal, compliance, fraud, and related purposes.

12. Service Providers – Third Party Beneficiaries

You agree that our Service Providers may rely upon your agreements, representations and warranties in this Agreement, and such Service Providers are third party beneficiaries of such agreements, representations and warranties with the power to enforce those provisions against you, as applicable and as the circumstances or context may require.

13. Interruption of Service

We make no representation or warranties that any of the Services and features in Online Banking will be uninterrupted or error free. We may on a regular basis perform maintenance on our equipment or system which may result in errors or interrupted service on Online Banking. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of any interruptions and maintenance-related changes but cannot guarantee that such notice will be provided.

We shall not be liable for any failure of ours or of our Service Providers to perform our obligations under this Agreement due to the occurrence of an event beyond our control (including without limitation fire, flood, power outage, acts of God, government or civil authority, civil or labor disturbance, war, or riots). Our sole obligation to you arising out of (i) the non-availability of Online Banking, or (ii) an interruption or delay in providing Online Banking or any of its Services shall be to use commercially reasonable efforts to resume such Services.

14. Warranties

WE MAKE NO WARRANTY, EXPRESSED OR IMPLIED, TO YOU CONCERNING ONLINE BANKING, ANY OF THE SERVICES OR FEATURES ACCESSED THROUGH ONLINE BANKING, WEB BROWSERS, APPS ACCESSED THROUGH THE INTERNET, OR ANY INTERNET SERVICES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EXCEPT TO THE EXTENT REQUIRED BY LAW. ALL IMPLIED WARRANTIES ARE DISCLAIMED.

IN NO EVENT SHALL ANY LICENSOR OR SERVICE PROVIDER OF ANY SOFTWARE OR SERVICE PROVIDED BY OR THROUGH US HEREUNDER BE LIABLE TO YOU FOR ANY ERROR, LOSS OF DATA, MALFUNCTION, OR DEFECT OF OR CAUSED BY SUCH SOFTWARE OR SERVICE. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CORRECTNESS OF ANY THIRD-PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF ONLINE BANKING. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM YOUR USE OF ONLINE BANKING WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THESE TERMS.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF ONLINE BANKING AND THE SERVICES IS AT YOUR SOLE RISK. ONLINE BANKING IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH OR IN CONNECTION WITH THE USE OF ONLINE BANKING IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND WE OR OUR SERVICE PROVIDERS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR MOBILE DEVICE OR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE.

15. Limitation of Liability

THE FOREGOING SHALL CONSTITUTE OUR, AND OUR SERVICE PROVIDERS', ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY IN CONNECTION WITH YOUR USE OF ONLINE BANKING. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, IN NO EVENT SHALL THE BANK, ITS HOLDING COMPANY, AFFILIATES, SUBSIDIARIES OR SERVICE PROVIDERS, OR ANY RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF WE ARE ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY COMPUTER EQUIPMENT, ONLINE BANKING, AND/OR ANY SERVICE YOU MAY ACCESS OR OBTAIN THROUGH ONLINE BANKING, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF ONLINE BANKING AND/OR ANY OF ITS SERVICES AND FEATURES (INCLUDING ANY SOFTWARE OR MATERIALS SUPPLIED IN CONNECTION WITH ONLINE BANKING) SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE APPLICABLE SERVICE.

16. Indemnification

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND US, OUR DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND/OR COSTS OF EVERY KIND (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES) CAUSED BY OR ARISING FROM YOUR USE OF ONLINE BANKING, OR THE USE OF ONLINE BANKING BY ANY OF YOUR CO-ACCOUNTHOLDERS, REPRESENTATIVES, USERS OR ANY OTHER INDIVIDUAL WHOM YOU HAVE PERMITTED TO USE YOUR ONLINE BANKING, OUR RELIANCE ON YOUR PAYMENT OR TRANSFER INSTRUCTIONS, YOUR BREACH OF THIS AGREEMENT, THE PERFORMANCE OR NON-PERFORMANCE OF OTHER FINANCIAL INSTITUTIONS, YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR

OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.

17. Assignment

You may not assign this Agreement to any other person or entity. We may assign this Agreement to any company with which we are directly or indirectly affiliated. We may also assign or delegate certain of our rights or responsibilities under this Agreement to independent contractors or other third parties.

18. Entire Agreement

Except as set forth in the following sentence, this Agreement and any referenced agreements (including any exhibits) are the entire agreement between you and us with respect to Online Banking and all of its Services and features. Certain portions of the Services require your consent to additional terms and conditions; those terms and conditions are incorporated into this Agreement, and this Agreement is incorporated into the terms and conditions that apply to the other components of the Services. These agreements supersede any marketing or other similar material pertaining to such Services whether delivered to you in writing, verbally or obtained on our Internet web site or the site of an Internet service.

19. Severability

If any provisions of this Agreement are found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.

20. No Waiver

We will not be deemed to have waived any of our rights or remedies under this Agreement unless we send the waiver to you by Electronic Message or we otherwise mail or deliver to you a written waiver signed by us. No delay or omission on our part in exercising any of our rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies we may have. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

21. Governing Law

This Online Banking Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and applicable federal law. Please note that your Accounts, and the products or services that you receive from us that are accessed through Online Banking, such as your deposit or loan Accounts, may be governed by the laws of other jurisdictions, as set forth in the agreements governing those products or services.

22. Copyrights and Usage Obligations

The content and information on our Online Banking site and any application is copyrighted by UMB Financial Corporation, and the unauthorized reproduction, distribution of or creation of derivative works from any portions is prohibited.

Online Banking is for your use only. You agree not to resell Online Banking. You are permitted to use content delivered to you through Online Banking or any of its Services only in connection with your proper use of these Services. We reserve the right to block your access to Online Banking if we or our Service Providers have reason to believe you are misusing Online Banking or otherwise not complying with this Agreement.

You agree not to use Online Banking or the content or information delivered through Online Banking in any way that would (i) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in Online Banking software, (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Online Banking to impersonate another person or entity, (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising), (iv) be false, misleading or inaccurate, (v) create liability for us or our affiliates or Service Providers, or cause us to lose (in whole or in part) the services of any of our Service Providers, (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, (vii) potentially be perceived as illegal, offensive or objectionable, (viii) interfere with or disrupt computer networks connected to Online Banking, (ix) interfere with or disrupt the use of Online Banking by any other user, (x) result in unauthorized entry or access to the computer systems or networks of others; (xi) send unsolicited electronic mail messages (also known as spam).

J. HOW TO NOTIFY US IF YOU SUSPECT THAT UNAUTHORIZED ACTIVITY HAS OCCURRED ON YOUR ACCOUNT.

Tell us AT ONCE if you believe any of your Security Credentials or ATM or debit cards ("**Cards**") have been lost or stolen or that someone, without your permission, has transferred or may transfer money from your Account, including an electronic funds transfer made using the information from checks. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus the maximum amount of any line of credit, such as a savings account linked to your Account for overdraft protection transfer purposes).

Errors or Questions. If you think your statement or any account or transaction information reflected on Online Banking is wrong or if you need more information about a listed transfer CALL US IMMEDIATELY at Online Banking Support. If you cannot reach us by telephone, you may send us a message through the Secure Online Message Center, but that is not the fastest way of contacting us. Alternatively, you may visit your local branch or write us at the address for disputes provided below or in your Cardholder Agreement.

We must hear from you no later than 60 days after we make available to you the FIRST statement on which the problem or error appeared. When you notify us: (i) tell us your name and account number, (ii) describe the error or the transfer you are unsure about (including the date it occurred), and explain as clearly as you can why you believe it is an error or why you need more information, and (iii) tell us the dollar amount of the suspected error. If you tell us in person or by telephone, we may require that you follow up your oral notice or questions in writing. If we require written notice, we must receive this writing within 10 Business Days of your oral notice.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty- five (45) days to investigate your complaint or question. If we decide to do this, and your Account is a Consumer Account, we will provisionally credit your account within ten (10) Business 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 do not receive it within ten (10) business days, we may not provisionally credit your account. For errors involving new accounts, we may take up to 90 days to investigate

your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

K. ADDITIONAL LIMITATIONS ON OUR LIABILITY FOR BUSINESS ACCOUNTS.

1. Regulation E and the Electronic Funds Transfer Act Do Not Apply to Business Customer Use of Online Banking.

The consumer protection provisions of the federal Electronic Fund Transfer Act and the Bureau of Consumer Financial Protection's ("CFPB") Regulation E apply only to Electronic Fund Transfers involving checking and savings accounts established primarily for personal, family or household purposes. If your Account is owned by an entity instead of by a natural person, or if it was established or is used primarily for business, commercial, agricultural or governmental purposes, then the provisions of Regulation E and any similar state laws or regulations do not apply to you, and any Electronic Fund Transfer initiated or processed through Online Banking with the use of your Security Credentials will be considered an "authorized use." Your liability for any Online Banking transaction relating to that Account will be unlimited, notwithstanding the provisions of the federal Electronic Fund Transfer Act, Regulation E, similar state laws or regulations, or any standardized literature or disclosures we may send you. The Business is fully responsible for the security of their Security Credentials and any Cards issued in connection with their Accounts, whether the transaction or the use of the Security Credentials or Cards was in fact authorized or unauthorized. A Business may limit its continued liability for unauthorized transactions by notifying their relationship manager in writing of the claim of unauthorized activity, and will not be responsible for unauthorized activity that occurs after our receipt of your notice and after we have had a reasonable period of time to act on the notice. We retain the right to investigate any claim that an electronic fund transfer accomplished through use of your Security Credentials is unauthorized, and we are not required to provide you with provisional credit during our investigation.

2. Additional Limitations on Our Liability to a Business for Failure to Complete Transactions.

If we do not complete a payment or transfer to or from your account on time or in the correct amount under the terms of this Agreement, our liability is limited to your direct damages proved, but our liability for any such failure will in no event exceed the amount of fees and charges imposed for Online Banking or any Service during the twelve (12) month period immediately prior to the month in which such failure occurred; if you do not pay monthly fees for the Service, our liability will in no event exceed twelve (12) times the monthly fees that you incur for all depository services actually charged to your Account during the preceding twelve (12) month period, or, if your Account has not been opened for a full twelve months, an amount equal to the fees for depository services you paid during the period your Account was open, annualized for a full twelve month period as if you had used those depository services at the same rates and levels for a full twelve month period.

The limitations on our liability set forth in this subsection are in addition to, and not in place of, other exclusions and limits of liability set forth in this Agreement. Additional exclusions and limitations on our liability may be included in supplementary terms and conditions that apply to certain of the Services or in other agreements that apply to your Account or to the products and services that you receive from us.

L. HOW TO CONTACT THE BANK.

Need to talk to a representative right away? Call us at 800.699.8702 for immediate assistance. From within the Kansas City area, call 816.860.5798.

Online Banking Customer Support: Please call 888.782.4325

Credit Card Inquiries: To report a lost or stolen **credit card** or for credit card account information, please call 800.821.5184.

Debit Card Inquiries: To report a lost or stolen **debit card** or for debit card account information, please call 800.842.8950.

Mailing Address(es) for Disputes, including claims of unauthorized Electronic Funds Transfers:

UMB Online Banking Support Dept.
118 Mail Stop 3020001
PO Box 419226
Kansas City, MO 64141-6226