

## **GREAT SOUTHERN BANK ONLINE CUSTOMER LOAN PORTAL TERMS AND CONDITIONS**

These Terms and Conditions (the “Terms and Conditions”) govern the online customer portal (the “Site”) offered and provided by Great Southern Bank (“Bank”) to its loan customers (each, a “Customer”). The Site allows Customers and Bank to share information and documents back and forth through an online lending portal.

By accessing or using the Site in any way, viewing or browsing the Site, requesting credit through the Site, or adding any content to the Site, each Customer agrees to the following:

1. The Site. The Site may be used to access and share documents and other information concerning Customer’s existing, anticipated or requested loans and other financial accommodations with Bank. The Site is owned and operated by Bank, and Customer’s access to the Site is completely at the discretion of Bank. The Site and all of its original content are the sole property of Bank and are, as such, fully protected by US and international copyright and other intellectual property laws. Bank may block, suspend, or terminate Customer’s access to the Site at any time for any reason including, but not limited to, violation of these Terms and Conditions, actions by a Customer that may lead to liability for Bank, disruption of access to other users or networks, and violation of applicable laws or regulations. Once a Customer has created or received login credentials and instructions on how to connect with and use the Site (“Access Credentials”), and until access is terminated or revoked by either party, Customer may use the Site to:

- a. Receive and send communications and other information related to Customer’s loan or loans.
- b. Send messages to Customer’s contacts at Bank.
- c. Upload documents and other information to Customer’s loan file or files, if maintained on the Site.
- d. Review and download drafts, documents and other information from the Site to which Bank has granted Customer access.

At certain times, the Site may not be available due to system maintenance or circumstances beyond Bank’s control.

2. Access to the Site. In order for Customer to use the Site, Customer must have received Access Credentials from Bank or created Access Credentials that comply with Bank’s policies.

3. Changes in Features and Terms. Bank may change, alter, delete, add to or discontinue features available on the Site and these Terms and Conditions at any time, without prior notice to Customer unless required by law. Customer agrees that any use of the Site by Customer after a change becomes effective shall constitute Customer’s agreement to the change. Bank may notify Customer of any such change by mail or by e-mail in accordance with the Terms and Conditions. Bank reserves the right at all times to withdraw the Site, change the specifications

or manner of use of the Site, and to change access codes, usernames, passwords or other security information necessary to access the Site.

4. Access Device Requirements. Customer is solely responsible for providing the required hardware and software and for securing an Internet service provider to allow Customer access to the Site. Customer is solely responsible for use of Customer's computers and other devices (including, but not limited to traditional computers, such as desktop or laptop computers or mobile devices such as tablet computers or smartphones) used to access the Site (each, an "Access Device" and collectively, the "Access Devices") and all errors, failures, or non-performance arising out of the Access Devices, including but not limited to, improper operation, malfunction, viruses, worms, malware or similar malicious programs. Customer agrees that it will not send Bank any viruses, worms, malware, or similar malicious programs or engage in any activity which may have a harmful effect on the Site, such as launching a "denial of services" attack. Customer is responsible for maintaining and ensuring the security of all Access Devices, systems, networks and Internet access used to access the Site. Customer shall (i) ensure that its Internet connection is secured with a firewall configured to commercially reasonable standards; (ii) ensure that all Access Devices that access the Site (and all Access Devices connected to the same Local Area network (LAN) as those Access Devices) are protected against viruses, worms, malware or similar malicious programs in a commercially reasonable manner; and (iii) immediately notify Bank if Customer has knowledge or suspects that Customer's Access Devices that access the Site (or Access Devices connected to the same LAN as those Access Devices) have been infected with any virus, worm, malware or similar malicious program.

5. Access Credentials. The Access Credentials provide a Customer access to the Site. To the extent permitted by applicable law, Bank is entitled to act on all instructions received during sessions initiated through Access Credentials. Customers are responsible for familiarizing themselves with these Terms and Conditions and for keeping all Access Credentials secure and confidential.

6. Disclaimer of Warranties. By use of the Site, Customer acknowledges (a) that Customer's access to the Site may not be uninterrupted or error-free; (b) that Customer's Access Devices may be exposed to viruses or other harmful applications through the Site; and (c) that Bank can at any point block access to Site that it deems violates the acceptable terms of use outlined in these Terms and Conditions. Customer assumes the entire risk with respect to its use of the Site and the Access Devices that Customer uses to access the Site including, without limitation, the risk that any and all information and transactions exchanged or processed through the Site are viewed and/or tampered with by a third party when in transit or through the acquisition of Access Credentials by a third party. The risk of error, failure, or nonperformance of an Access Device is Customer's risk. THE SITE IS PROVIDED "AS IS", AND BANK MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OR WITH RESPECT TO THE AVAILABILITY, ACCURACY, COMPLETENESS, OR TIMELINESS OF THE SITE. BANK MAKES NO WARRANTY THAT THE SITE IS TOTALLY SECURE OR WILL BE FREE OF ANY VIRUS OR ERROR. IN ADDITION, BANK MAKES NO WARRANTY THAT THE DOCUMENTATION PROVIDED TO CUSTOMER IS APPROPRIATE FOR CUSTOMER'S NEEDS. BANK MAKES NO WARRANTY THAT THIRD PARTIES THAT

PERFORM ASPECTS OF THE SITE WILL PERFORM AS DOCUMENTED HEREIN. In the operation and management of the Site, Bank shall be entitled to rely solely on the information, representations, and warranties provided by Customer pursuant to these Terms and Conditions, and shall not be responsible for the accuracy or completeness thereof. Under no circumstances will Bank, or its officers, directors, employees, agents and affiliates be liable for consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable, including, but not limited to, unauthorized access, damage, or theft of Customer's system or data, claims for loss of goodwill, claims for loss of data, use of or reliance on the Site, stoppage of other work or impairment of other assets, or damage caused to equipment or programs from any virus or other harmful application, arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise.

7. Prohibited Uses. Customer may not access or use the Site to access materials, download or upload documents, or send or receive e-mails, which:

- a. are defamatory, threatening, intimidating or which could be classified as harassment;
- b. contain obscene, profane or abusive language or material;
- c. contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);
- d. contain offensive or derogatory images regarding sex, race, religion, color, origin, age, physical or mental disability, medical condition or sexual orientation;
- e. contain material which infringe third-party's rights (including intellectual property rights);
- f. in Bank's reasonable opinion may adversely affect Bank's business operations or reputation;
- g. contain forged or misrepresented message headers, whether in whole or in part, to mask the originator of the message;
- h. are activities that invade another's privacy; or
- i. are otherwise unlawful or inappropriate.

8. Authorizations. Customer represents that each person who has been issued Access Credentials has general authority from Customer's organization to access the Site, and that Bank has full authorization from Customer's organization to rely and act upon instructions identified by such Access Credentials. Bank will not be liable to Customer for the consequences of any such reliance.

9. Security. Customer agrees that Bank may send notices and other communications, including Access Credentials, to Customer's current mail or e-mail address or by text to Customer's mobile phone number, all as shown in Bank's records, whether or not that address

includes a designation for delivery to the attention of any particular individual. Customer further agrees that Bank will not be responsible or liable to Customer in any way if information is intercepted by an unauthorized person, either in transit or at Customer's place of business. Customer agrees to: (1) keep Access Credentials secure and strictly confidential; and (2) instruct each person authorized by Customer to access the Site that he or she is not to disclose the Access Credentials or any materials from the Site to any unauthorized person.

10. Security Procedures. Customer acknowledges that Bank may employ various analytical tools and procedures that are designed to assist Bank in identifying suspicious online behavior and potentially unauthorized transactions that are initiated through the Site. Customer agrees that Bank's use of these tools and procedures constitute part of the agreed-upon security procedures for the Site even if the specific tools and procedures used by Bank have not been disclosed to Customer. Customer also agrees that if Bank alerts Customer to suspicious online behavior or potentially unauthorized transactions Customer is solely responsible for acting on that alert and that Bank may conclusively assume that Customer has approved such behavior or transaction if Customer fails to respond promptly to any such alert. Customer agrees to be bound by instructions, including wire transfer instructions, whether authorized or unauthorized, which Bank implements in compliance with the security procedures unless Customer gives Bank prior notice of possible unauthorized use as described above and Bank has a reasonable opportunity to act on such notice.

11. Miscellaneous.

a. Termination. Unless otherwise required by applicable law, Bank may, at any time, terminate Customer's access to the Site, in whole or in part at Bank's sole discretion. If reinstated, the current Terms and Conditions will control. Customer may request reinstatement of the Site by calling Bank at 1-800-749-7113, ext. 7020. Customer may terminate its access to the Site by notifying Bank in writing.

b. Entire Agreement. These Terms and Conditions are the complete and exclusive statement of the agreement between Bank and Customer with respect to the Site and supersede any prior agreement(s) between Bank and Customer with respect to such subject matter. In the event of any inconsistency between these Terms and Conditions and any other agreement, these Terms and Conditions will control with respect to the Site unless specifically provided in the other agreement, specifically referencing these Terms and Conditions. No course of dealing between Bank and Customer will constitute a modification of these Terms and Conditions or the security procedures or constitute an agreement between Bank and Customer regardless of whatever practices and procedures Bank and Customer may use.

c. Waiver. Bank may waive enforcement of any provision of these Terms and Conditions. Any such waiver shall not affect Bank's rights with respect to any other transaction or modify these Terms and Conditions.

d. Governing Law. Any dispute arising out of Customer's access to or use of the Site shall be governed by the laws of Missouri or, if applicable, of the United States of America, without reference to conflict of laws principles.