

YOUR RIGHTS AND RESPONSIBILITIES

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to Southern Bank. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E requires institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Debit Card at Automated Teller Machines (ATMs), Interactive Teller Machine (ITM), or and any networks described below.

TERMS AND CONDITIONS

The following provisions govern the use of electronic fund transfer (EFT) services through accounts held by Southern Bank which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

ELECTRONIC FUND TRANSFER SERVICES PROVIDED

SERVICES PROVIDED THROUGH USE OF DEBIT CARD

If you have received an electronic fund transfer card ("Debit Card") from us you may use it for the type(s) of services noted below, and the following provisions are applicable:

USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN").

In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Southern Bank immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN at any Southern Bank ATM/ITM, by calling (800) 992-3808, or by bringing your card by any Southern Bank branch.

DEBIT CARD SERVICES

The services available through use of your Debit Card are described below:

- Withdraw cash from your checking account(s), savings account(s), and NOW account(s).
- Transfer funds between your checking and savings accounts, checking and NOW accounts, savings and NOW accounts, and Savings.
- Make balance inquiries on your checking account(s), savings account(s), and NOW account(s).

NETWORK

Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM/ITM you are using and the network through which the transaction is being performed. A specific ATM/ITM or network may not perform or permit all of the above transactions. Besides being able to use your Debit Card at our ATM/ITM terminals, you may access your accounts through the following network(s): Mastercard®, Accel, and MoneyMaker.

POINT OF SALE TRANSACTION

You may use your Debit Card to purchase goods and services from merchants that have arranged to accept your Debit Card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your Debit Card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. The designated account for Debit Card transactions is your Checking accounts, NOW accounts.

In addition, your Debit Card may be used at any merchant that accepts Mastercard® debit cards for the purchase of goods and services. Your card may also be used to obtain cash from your designated account at participating financial institutions.

Each time you use your Debit Card, the amount of the transaction will be debited from your designated account. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for the Debit Card transactions. We may, but does not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay the overdraft.

CURRENCY CONVERSION-Mastercard®

If you perform transactions with your card with the Mastercard® logo in a currency other than US dollars, Mastercard® International Inc., will convert the charge into a US dollar amount. At MasterCard® International they use a currency conversion procedure, which is disclosed to institutions that issue Mastercard®.

Currently the currency conversion rate used by Mastercard® International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or wholesale rate, where applicable. The currency conversion rate that Mastercard® International uses for a particular transaction is the rate for the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transactions submissions to the processor are delayed, the currency conversion rate may be the rate for the applicable currency on the date that the transaction is processed. You agree to pay charges and accept credits for the converted transaction amounts.

SERVICE PROVIDED THROUGH USE OF TELEBANK

You may perform the following functions through use of TeleBank:

- Initiate transfers of funds between your checking and savings accounts, checking and money market checking accounts, checking and NOW accounts, savings and money market checking accounts, savings and NOW accounts, NOW accounts and money market checking accounts, and an overdraft line of credit to checking.
- Change your PIN via the telephone.
- Make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s). You may make payments on loan accounts that you have with us.

In addition, you may perform other transactions such as request copies of checks, check verification and retrieve Certificate of Deposit rates. Locations and office hours of Southern Bank's branches can also be retrieved from telebank.

PREAUTHORIZED TRANSFER SERVICES

You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), and NOW account(s).

You may arrange for the preauthorized automatic payment of bills from your checking account(s), savings account(s), and NOW account(s).

SERVICE PROVIDED THROUGH USE OF TELEBANK

Southern Bank offers its customers use of our Internet Banking service. You may access your account(s) through internet banking by logging onto our website at www.bankwithsouthern.com and using your personal access id and passcode to:

- Transfer funds between internal and external checking and savings accounts(s)
- Make payments from checking or savings to loan accounts with us
- Get information about:
 - the account balance of checking accounts
 - the account balance of savings accounts
 - the balance of loan accounts
- Enroll for Billpay and make payments from checking to third parties (Free for all consumer accounts, business accounts will be charged \$6.95 per month)
- Enroll for Mobile Banking and Mobile Check Deposit
- Receive your monthly bills electronically through internet banking.
- Request stop payments and change of address

ELECTRONIC CHECK CONVERSION

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

LIMITATIONS OF TRANSACTIONS FOR DEBIT CARDS

- *CASH WITHDRAWAL LIMITATIONS*: You may withdraw up to **\$500.00** through use of ATM/ITM's in anyone day.
- *POINT OF SALE LIMITATIONS*: You may buy up to **\$3,500.00** worth of goods or services in anyone day through use of Point of Sale services.
- *TOTAL DAILY LIMITS*: In addition to the ATM/ITM limit or Point of Sale limits disclosed above, a total daily limit is imposed on these transactions. The maximum amount of cash withdrawals and Point of Sale transactions is limited to **\$4,000.00** in anyone day.

OTHER LIMITATIONS

The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise. We reserve the right to impose limitations for security purposes at any time.

NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below on the next page.

RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS

- **TRANSACTION RECEIPTS:** Depending on the location of an ATM/ITM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.
- **PERIODIC STATEMENTS:** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.
- **PREAUTHORIZED DEPOSITS:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company: you can call us at (855) 452-7272 to find out whether or not the deposit has been made.

RIGHTS REGARDING PREAUTHORIZED TRANSFERS

RIGHTS AND PROCEDURES TO STOP PAYMENTS. If you have instructed us to make regular preauthorized transfers out of your account, you may stop any future payments. To stop a payment, submit your request online at www.bankwithsouthern.com, call us at: (855) 452-7272, or write to: **Southern Bank, P.O. Box 520, 531 Vine Street, Poplar Bluff, MO 63902.**

We must receive your call or written request at least three [3] business days prior to the scheduled payment. If you call, please have the following information ready:

- Your account number
- Date the transfer is to take place
- To whom the transfer is being made
- Amount of the scheduled transfer

If you call, we may require you to put your request in writing and deliver it to us within fourteen [14] days after you call.

RIGHTS REGARDING MASTERCARD® AUTOMATED BILLER UPDATED ("ABU")

Mastercard® requires all financial institutions who offer debit cards to participate in the Mastercard® ABU. ABU may provide updates to participating merchants who maintain your card information on file to process your preauthorized payments. Examples of these participating merchants may include subscription services or utility companies. ABU will typically be used by merchants who process recurring payments. This service will allow participating merchants to receive your updated card information, when you receive a new card for any reason- for example due to expired, lost or stolen cards. Since not all merchants participate, you should also contact the merchant directly if your card information changes. You have the right to opt-out of ABU should you choose to not participate. To opt-out, you can submit your request in any of the following ways: visit us online at www.bankwithsouthern.com, call us at (855) 452-7272, or write to: **Southern Bank, Attn: Retail Products Department, PO Box 520, Poplar Bluff, MO 63902.**

NOTICE OF VARYING AMOUNTS

If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten [10] days prior to the payment date of the amount to be deducted. 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.

OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS

If you order us to stop one of the payments and have provided us with the information we need at least three [3] business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT

If you believe your Debit Card or PIN or internet banking access code has been lost or stolen, visit us online at www.bankwithsouthern.com, call us at (855) 452-7272, or write to: **Southern Bank, Attn: Retail Products Department, PO Box 520, Poplar Bluff, MO 63902.**

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

CONSUMER LIABILITY

Tell us at once if you believe your Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If you tell us within two [2] business days after you learn of the loss or theft of your Debit Card or PIN, you can lose no more than fifty dollars [\$50] if someone used your Debit Card or PIN without your permission. If you do not tell us within two [2] business days after you learn of the loss or theft of your Debit Card or PIN and we can prove we could have stopped someone from using your Debit Card or PIN without your permission if you had given us notice, you can lose as much as five hundred dollars [\$500].

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty [60] days after the statement was transmitted to you, you may not receive back any money you lost after the sixty [60] days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARD

The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Mastercard® logo. These limits apply to unauthorized transactions processed on the Mastercard® Network.

If you notify us about an unauthorized transaction involving your Debit Card, and the unauthorized transaction took place on the Mastercard® Network, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft, you must promptly report the loss or theft to us, and your account must be in good standing.

Your liability for unauthorized transactions with your Debit Card that involve PIN-based transactions not processed by the Mastercard® Network, including ATM/ITM transactions, are described under "Consumer Liability" above.

ILLEGAL USE OF DEBIT CARD

You agree not to use your Debit Card for any illegal transactions, including internet gambling and similar activities.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS

In case of errors or questions about your electronic fund transfers, visit us online at www.bankwithsouthern.com, call us at (855) 452-7272, or write to: **Southern Bank, Attn: Retail Products Department, PO Box 520, Poplar Bluff, MO 63902** or use the current information on your most recent account statement. Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Southern Bank no later than sixty [60] days after it sent you the first statement on which the problem or error appears.

You must be prepared to provide the following information:

- Your name
- Account number
- Dollar amount of the suspected error
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.

If you provide oral notice, you may be required to send in your complaint or question in writing within ten [10] business days. We will determine whether an error occurred within ten [10] business days (twenty [20] business days for new accounts) 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 (ninety [90] days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten [10] business days (twenty business [20] days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within ten [10] business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty [30] days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. We will tell you the results within three [3] business days after completing our investigation. If we decide that 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.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTION

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS

We reserve the right to impose a fee and to change fees upon notice to you.

DISCLOSURE OF ACCOUNT

You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release Southern Bank and hold it harmless from any liability arising out of the transmission of these messages. We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. With your consent.

DEFINITION OF BUSINESS DAY

Business days are: Monday through Friday excluding holidays.

AMENDING OR TERMINATING THE AGREEMENT

We may change or amend any of the terms and conditions of the Agreement and those portions of the applicable fee schedules which relate the EFT services, at any time upon at least 30 days written notice to you prior to the effective date of the change or amendment. Your failure to timely furnish notice as set forth in the written notice shall be deemed to be your acceptance of such change or amendment. If you do not agree to abide by a change or amendment, you must notify Southern Bank of the fact prior to the effective date of the change or amendment and cancel this Agreement. Southern Bank may cancel this Agreement at any time, without giving you prior notice. If you or Southern Bank cancels this Agreement at any time, you shall surrender your Debit Card and you may no longer use any of Southern Bank's EFT services other than the automated clearing house transfer services set forth above.

NOTICE OF ATM/ITM SAFETY PRECAUTIONS**SAFETY PRECAUTIONS FOR ATM/ITM TERMINAL USAGE.**

Please keep in mind the following basic safety tips whenever you use an ATM/ITM:

- Have your Debit Card ready to use when you reach the ATM/ITM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM/ITM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly. If using an ATM/ITM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATM/ITM's at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATM/ITM's, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM/ITM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM/ITM location.

ADDITIONAL PROVISIONS

Your account is also governed by the terms and conditions of other applicable agreements between you and Southern Bank. You agree not to reveal your PIN to any person not authorized by you to access your account. Please see "Limitations on frequency of transfers" section regarding limitations that apply to computer transfers.

LIMITATIONS ON FREQUENCY OF TRANSFERS

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers from a savings account to another account or third parties by preauthorized, automatic, telephone, or computer transfer are limited to six[6] per month with no transfers by check, debit card or similar order to third parties.
- Transfers from a money market checking account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six [6] per month with no more than three by check, draft, debit card or similar order to third parties.

