



TELEPHONE BANKING SERVICES AGREEMENT

THIS AGREEMENT sets out the terms on which the undersigned (“you”) may obtain services from OZARKS FEDERAL SAVINGS AND LOAN ASSOCIATION (the “Association”) by telephone.

1. Access Services; Fees. The following services will be available to you by telephone (the “Services”): obtain information about your Accounts or Loans, transfer funds among your Accounts, and transfer funds from Accounts to make payments on Loans. The Association may, at any time, increase or delete any such Services, provided that no Services will be deleted unless you have been given at least 30 days prior written notice. You will be required to pay the standard fees for any transactions that you make. The Association may establish other fees by giving you at least 30 days prior written notice. You are responsible for all telephone charges you incur in communicating with the Association. For purposes of this Agreement: “Account” means any deposit account at the Association on which you are the owner or joint owner; and “Loan” means any Loan from the Association on which you are the signer or co-signer.
2. Transfers of Funds and Loan Payments. You may only transfer funds from an Account (either by transferring to another Account or by making a Loan payment) to the extent that there are available, collected funds in the Account from which you want to transfer funds. The number of transfers that you may make may be limited by law or government regulation and the Association may refuse to make transfers that exceed those limits without prior notice to you.
3. Changes in Terms; Cancellation. The Association may change terms of this Agreement at any time by giving you at least 30 days prior written notice of the change. If you use the Services after receipt of such notice, you will be deemed to have agreed to such change. Either you or the Association may cancel this Agreement and terminate your use of the Services for any reason by giving the other 30 days prior written notice. Notwithstanding the foregoing, the Association may terminate your rights under this Agreement at any time, and without prior notice or liability to you, if you have breached any of your obligations under this Agreement or any other agreement with the Association, or if the Association has reason to believe that an unauthorized person has obtained the ability to request Services, or if the Association believes that the use of the Services may involve fraud, a breach of this Agreement, or the violation of any laws or regulations.
4. Security. You will be assigned security codes to be used when you use the Services. THE ASSOCIATION WILL ISSUE YOU A TEMPORARY SECURITY CODE. YOU MAY SELECT A NEW SECURITY CODE BY TELEPHONING THE ACCESS TELEPHONE NUMBER FOR THE SERVICES. The Association reserves the right to block access to the Services in order to maintain or restore security if the Association reasonably believes your security codes have been or may be obtained, or are being used or may be used, by unauthorized persons. You are solely liable and responsible for all transactions that are made using your security code, whether those transactions are made by you or any person you authorize, permit or enable to have your means of identification (even if the person exceeds your authority), or by any person who obtains your security code as a result of your act or negligence. If you have given someone your security code and wish to terminate their authority, or if you know or believe that your security code is lost, stolen or otherwise is compromised, you must notify the Association in writing immediately so that the Association can take the necessary steps to change your security code. You will defend, hold harmless and indemnify the Association from and against any and all claims of any nature arising out

of any access by a person you have authorized, permitted or enabled to have access to the Association and any records or Accounts maintained at the Association regardless of whether the records or Accounts belong to you or to others.

5. Interruption in Service; Limit of the Association's Liability. Any Services can only be provided on a best-efforts basis for your convenience, and availability of the Services is not guaranteed. The Association is not responsible for failure or interruption of telephone services, or for any indirect, special, incidental or consequential damages arising in any way out of the Agreement or your use of the Services. Any liability of the Association for actual damages shall be limited to the lesser of: (a) the lesser of the fee that you were charged or your actual damages if a fee was charged for the Service; or (b) the lesser of \$100 or your actual damages if no fee is charged for the Service. The Association will have no liability to you if you are not able to complete any transaction using the Services as provided herein if: (1) you do not have enough money in your Account to make the transfer; (2) the Association's telephone system is not working properly and you knew about this when you started your transaction; (3) service is interrupted or blocked pursuant to security procedures; or (4) circumstances beyond the Association's control (for example, fire, flood, loss of power, or interruption of communication systems) prevent the completion of the transaction. The Association may on a regular basis perform maintenance on the Association's telephone equipment or systems which may result in interruption of the Services and the Association will not have any liability to you as a result of any such interruptions. The Association may contract with third parties to provide certain Services to you and the Association will have no liability of any kind to you with respect to any acts or omissions of such parties, and your sole remedy shall be against such third party. If you experience any inability to access the Services you should call the Association during normal business hours at the telephone number at the beginning of this Agreement.

6. Miscellaneous. If any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable. The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflicts of law provisions.

7. Entire Agreement. This Agreement is the entire agreement between you and the Association regarding your use of the Services, and it supersedes any prior discussions and agreements between you and the Association regarding the Services, and supersedes any marketing or other similar material pertaining to the Services. The foregoing does not apply to agreements and disclosures applicable to your Accounts, or disclosures or agreements relating to specific transactions, and such other agreements or disclosures shall supercede this Agreement to the extent that there is any inconsistency. This Agreement is subject to, and incorporates, all Account agreements and other agreements or disclosures that the Association has delivered, or may hereafter deliver, to you with respect to your Accounts or Association products or transactions.

8. Notices. The Association may give you written notices by mailing them to your last known address. If there is more than one of you, the Association will only be required to give notice to one of you. If you wish to give notice to the Association you must send it in writing to the address at the top of this Agreement.

Date: _____

Primary Account # _____

Signature _____

Signature _____

Printed Name: _____

Printed Name: _____

MEMBER FDIC

To activate Telephone Banking, mail this signed Agreement to the address at the top of this Agreement or bring it to any of our office locations.