ESB FINANCIAL
INTERNET BANKING AGREEMENT AND DISCLOSURE STATEMENT

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This Internet Banking Agreement and Disclosure Statement (the "Agreement") covers the use of ESB Financial's Internet Banking ("ESB Online"). You should read this Agreement carefully and keep it and any other documentation for future reference. By using ESB Online, you agree to abide by and be bound by the terms and conditions of this Agreement.

ESB Online is normally accessible seven (7) days a week, twenty-four (24) hours a day with the exception of short periods for scheduled maintenance and/or upgrades. Our business days are Monday through Friday, excluding federal holidays.

TECHNICAL REQUIREMENTS

You will need a personal computer (PC) and access to the Internet. You are responsible for the installation, maintenance and operation your computer and installed software.

In order to use ESB Online, your PC must be equipped with:

- Microsoft Internet Explorer 7.0 or higher or Mozilla Firefox 3.0
- Adobe Acrobat Reader (to view E-Statements)
- The browser must support 128-bit SSL encryption
- Up-to-date anti-virus software
- The latest security updates (known as updates or patches) for your browser and your operating system
- printer (to print E-Statements)

We recommend that you routinely scan your PC using a reliable anti-virus product and remove any viruses found.

We are not responsible for any problems that may be associated with a found virus.

In addition, ESB Financial will not be responsible for any errors or failures involving your telephone service, Internet service, software installation or your computer.

ENROLLMENT
USER ID AND PASSWORD SECURITY
ESB Financial uses the following six points of security for ESB Online.

- Secure website…noted by the https at the beginning of the website's address.
- User ID…must be at least six characters in length with five being alpha characters and one being a numeric character.
- Password… must be at least eight characters in length with six being alpha characters and two being a numeric character. We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any known personal identification, such as social security numbers, address, date of birth, names of children and should be memorized rather than written down. You can change your Password at any time through ESB Online>Services>Change Password. You will also be required to change your Password every 182 days.
- Challenge question…be sure to use questions that others will not know about you.
- Authentication Image…if the image that you originally created is not displayed, close your browser immediately.
- Authentication Phrase…if the phrase that you originally created is not displayed, close your browser immediately.

Upon three unsuccessful attempts to login to your account, your access to the system will be locked-out for 24 hours. To immediately re-establish your authorization to use the system, you must contact us to have your password reset or to obtain a new temporary password.

You should not disclose your User ID or password to anyone. You are responsible to protect your login information. If you disclose your login information to another person, whether it is intentional, accidental, or negligent action, you are responsible for any such action.

ELIGIBILTY & ACCOUNT ACCESS
You must be an owner, joint owner, or authorized signer on each account that you access on ESB Online. You agree that the provisions of joint account ownership apply to the ESB Online. You agree that each owner authorizes the other to use the ESB Online. Each account owner must enroll and obtain their individual User ID and password. ESB Financial reserves the right to refuse to include any account among your accounts. We undertake no obligation to monitor transactions through the system to determine that they are made on behalf of the accountholder. If you wish to grant additional privileges on your accounts to someone who is not an owner or signer, please contact us.

FEATURES
At the present time, you may use ESB Online to:

- Transfer funds between your checking, savings and loan accounts within limits of contracts and regulations.
- Review account balance, history and images of paper transactions for your accounts.
- Download account information to financial management software.

- Make bill payments to a person or business (payee), review bill payment history and make scheduled bill payment changes if you have separately applied for the Bill Payment service.
- Sign up for and receive your account statements online instead of by postal mail.
- Communicate with ESB Financial using ESB Online Electronic Messaging.

Transactions involving your accounts will be subject to the terms of your Deposit Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable. The availability of funds for transfer or withdrawal may be limited due to our Funds Availability Policy.

Withdrawals made in person, by mail or at the ATM are unlimited. Other kinds of debits including checks, debit card payments, ACH orders, preauthorized, automatic, computer, or telephone withdrawals and transfers are limited to six per month. We reserve the right to require seven days notice before any withdrawal can be made to an interest-bearing account. Funds transfers are credited the same business day if your ESB Online fund transfer is completed before 6:00 p.m. If the transfer occurs after 6:00 p.m., the deposit will be credited to the account on the next business day. Transfers made on weekends or holidays will be credited the next business day.

ESB ONLINE ELECTRONIC MESSAGING

You may securely send and receive messages to and from the bank within ESB Online. This is the only secure electronic messaging that we recommend. However, if you need to contact us immediately, please call our Customer Support locally at (620) 342-3454 or toll free at (877) 342-3459 during our regular business hours. You cannot use electronic messaging to make a bill payment or funds transfer.

LIABILITY FOR UNAUTHORIZED ACCESS

You are responsible for all transfers and bill payments you authorize under this Agreement. If you permit other persons to use ESB Online or your login information, you are responsible for any transactions they authorize or conduct on any of your accounts. If you believe that your login information has been lost or stolen, or that someone may attempt to use ESB Online without your consent or has transferred money without your permission, you must notify us AT ONCE by:

In Emporia telephone us at: (620) 342-3454 In Manhattan telephone us at: (785) 539-3553

Or write us at:	ESB Financial P.O. Box 807 Emporia, KS 66801-0807	ESB Financial P.O. Box 1920 Manhattan, KS 66505-1920

Telephoning us is the best way to limit your losses.

FEES AND CHARGES

There are no fees for using ESB Online. If you request additional services, such as cash management or ESB Bill Pay, separate charges may apply.

NOTICES AND CHANGE OF TERMS

ESB Financial reserves the right to change the terms and conditions upon which this ESB Online is offered. ESB Financial will give you advance notice of such changes to the extent required by applicable law. We may send notice to you via written notice or electronic messaging, and you will be deemed to have received it three days after it is sent, whether or not you have retrieved it by that time. If you do not agree to the change or amendment, you must discontinue use of ESB Online to which the change or amendment relates, or cancel your access to ESB Online. By using ESB Online after any change or amendment, you agree to that change or amendment.

TERMINATION OR DISCONTINUATION

In the event you wish to discontinue ESB Online, please call our Customer Support locally at (620) 342-3454 or toll free at (877) 342-3459 during our regular business hours. ESB Financial reserves the right to terminate ESB Online to any individual or business at any time. However, termination of this Agreement will not affect the rights and responsibilities of the parties for transactions initiated before termination.

ENFORCEMENT

You agree to indemnify, hold harmless, and defend ESB Financial from and against any and all claims, actions, suits, judgments, and expenses (including reasonable attorneys' fees) at your sole expense, arising from your failure to abide by the restrictions on use of ESB Online set forth herein. You agree that in addition to all other limitations contained herein, the following uses of ESB Online are prohibited:

1. Unauthorized communication of account information, PIN, user name or password to any other person or entity;
2. Use of ESB Online to copy, distribute, or transmit copyrighted materials without the owner's express prior approval;
3. Use of ESB Online to communicate obscene or defamatory information or to violate any telecommunication postal or other local, state or federal laws or regulations; and
4. Use of ESB Online for purposes other than transacting business pertaining to your accounts with ESB Financial.

DISPUTES

You agree that this Agreement, along with all other Disclosures and documents we provide to you, is the complete and exclusive statement of the Agreement between us and you which supersedes any prior Agreement, oral or written, and any other communication between us and you relating to the subject matter of this Agreement. If there is a conflict between what one of our employees or independent contractors says and the terms of this Agreement, the terms of this Agreement shall control. In addition to this Agreement, you are bound by the terms of any software license granted to you.

LIMITATION OF LIABILITY

Our sole obligation to you arising out of (i) the non-availability of ESB Online, or (ii) an interruption or delay in providing such ESB Online shall be to use commercially reasonable efforts to resume ESB Online. EXCEPT AS PROVIDED IN THE INTERNET BANKING AGREEMENT AND DISCLOSURE STATEMENT, HYPERLINKS TO OTHER INTERNET RESOURCES ARE AT YOUR OWN RISK; THE INFORMATION CONTAINED IN THOSE SITES HAS BEEN OBTAINED BY SOURCES WE CONSIDER RELIABLE BUT IS NOT GUARANTEED BY US.

NO ASSIGNMENT

You may not assign this Agreement to any other party. We may assign this Agreement to any future, directly or indirectly, affiliated company. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized employees. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any of our rights or remedies on future occasions.

EXCLUSION OF WARRANTIES

The warranties stated in this Agreement are limited warranties and the only warranties made by us. We do not make, and you expressly waive, all other warranties, including warranties of merchantability and fitness for a particular purpose. The stated limited warranties are in lieu of all liabilities or obligations arising out of or in connection with the delivery, use, or performance of ESB Online. The foregoing, the EFT Disclosure (for consumer accounts only), and the customer Agreement provided to you upon opening your account shall constitute our entire liability and your exclusive remedy. In no event shall we (or any of our agents, employees or affiliates) be liable for any direct, indirect, special, incidental, consequential, punitive, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of ESB Online.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, and where applicable by federal law. Venue for any action arising under this Agreement shall lie in Lyon County, Kansas.

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