

# Online Banking Service Agreement

This Online Banking Service Agreement ("Agreement") states the terms and conditions that govern your use of all Online Banking and/or Online Services through the Online Banking System ("System"). Please read this agreement carefully. By requesting and using one of the Services, you agree to comply with the terms and conditions of this Agreement.

## A. Terms and Definitions

The following terms and definitions apply when used in this Agreement:

**"Agreement"** means this agreement setting forth the terms and conditions of using the Service for online banking and transferring funds.

**"Access Device"** means a personal computer or other device that meets the requirements for use of the Service and by which the Service is accessed by you.

**"Authorized Representative"** means a person with authority (with respect to the account).

**"Bill Payment"** means the optional online service that enables the scheduling of bill payments which can be paid directly from eligible deposit accounts.

**"Business Day"** means Monday through Friday, except Federal Reserve holidays.

**"Collected Funds"** means your current account balance minus the amount of any checks or other transactions that are in the process of being collected.

**"Due Date"** means the date when a payment is due as reflected on a statement provided by Payee. It is not the late date or grace period.

**"External Account(s)"** means a deposit account held at a domestic (United States) Financial Institution other than us.

**"Future Dated Transfer"** means a funds transfer that will be initiated on a future date depending on your selection of the Transfer On Date.

**"Future Payment"** means a payment, other than a Recurring Payment, that will be initiated on a future business day depending on your selection of the Send On Date.

**"Online Banking"** means the Internet-based service providing access to your First Bank of Central Ohio account(s).

**"Online Account"** means the account(s) from which you will conduct transactions using a Service. You must have an open account with First Bank of Central Ohio in order to use Online Banking. Additionally, you must have a First Bank of Central Ohio checking account in order to utilize the bill payment service.

**"Password"** means the personal code selected by you that will be used to establish your connection to the Service.

**"Payee"** means any person or entity to which you direct a payment through the Service or Services.

**"Recurring Payment"** means a regular payment that is automatically made during recurring intervals permitted by the Service based on a recurring Transfer On Date.

**"Same Day Payment"** means a payment that will be initiated on the same day that you enter the payment information through the Service.

**"Schedule of Fees"** means a listing of current fees as published from time to time by First Bank of Central Ohio. Please contact the Bank for a current list of fees.

**"Scheduled Payment Date"** means the day you want your Payee to receive your bill payment and (in the case of electronic payments) is also the day your Account will be debited, unless Scheduled Payment Date falls on a day other than a Business Day in which case it will be considered the previous Business Day.

**"Send On Date"** means, (i) with respect to bill payments, the date on which the payment is to be initiated for remittance to the Payee, (ii) with respect to fund transfers, the date on which the transfer is to be initiated to us for processing.

**"Service" or "Services"** means the individual and collective online banking services and fund transfer service available in connection with the Online Banking and described herein.

**"User ID"** means an identification code needed to access Online Banking.

**"We", "us", "our", or "Bank"** refer to First Bank of Central Ohio which offers the Service and holds the accounts accessed by the Services, and any agent, contractor, service provider, licensor, designee, or assignee the Bank may involve in the provision of Online Banking.

**"You" or "your"** means (1) an individual or entity that is the owner of an account or (2) an authorized representative permitted to view account information and/or effect transactions in an account.

## **B. What this Agreement Covers**

This Agreement between you and First Bank of Central Ohio governs the use of the Service/Services. The Service permits First Bank of Central Ohio customers to perform a number of functions on Online Accounts through the use of an Access Device.

## **C. Eligibility**

To be eligible to use Online Banking and Services, you must maintain an active account with First Bank of Central Ohio.

## **D. Other Agreements**

Your use of the Online Banking and Services may be affected by the agreements and disclosures between us and you for each Online Account owned by you. When you link an account to the Online Banking, the agreement governing that account is not changed and remains in full force and effect. This Agreement is only supplemental to the separate agreements governing each account owned by you. You should review each agreement governing your accounts for any applicable fees, limitations on the number of transactions you can make, and other restrictions that might impact your use of an account within Online Banking.

## **Online Banking Services**

### **A. Services**

You may be able to use Online Banking to perform some or all of the following tasks and services:

1. Perform balance inquiries with respect to each Online Account accessible through Online Banking.
2. Review account activity within each Online Account.
3. Perform internal transfers among eligible Online Accounts.
4. Make payments to certain loan accounts accessible through Online Banking from a deposit account.
5. Request advances from eligible loan accounts accessible through Online Banking and transfer funds to your deposit account.
6. Make bill payments to a Payee from an eligible Online Account.
7. Review past or scheduled payments from your Online Accounts.
8. Receive Online Statements and Notices for eligible deposit and loan accounts.
9. Perform External Transfers to accounts you own at other financial institutions.
10. Use People Pay to send money to almost anyone with an email address or mobile number.
11. Communicate directly with us via secure electronic messaging.
12. Perform Stop Payment Requests online for eligible accounts.

Additional functionality may be added from time to time to Online Banking. You will be notified when additional services become available.

### **B. Bill Payment Service**

To use First Bank of Central Ohio's Online Bill Payment Service, you must provide us with the name and address of the payee (i.e., the person you want to pay), your account number with that payee and any other information we require to properly debit your account with us and credit your account with the payee. If your account number or any other information changes, or if you wish to add or delete payees, you must provide us with these changes prior to the date the payment is scheduled to be made. Any obligations that you wish to pay through Online Banking with Bill Pay must be payable in U.S. dollars to a Payee located in the United States. We work with payees to encourage them to accept an electronic or check payment. If we are unsuccessful, or if we believe that the payee cannot process payments in a timely manner, we may decline to make future payments to this payee. In the unlikely event that this occurs, we will notify you. We may refuse to make payments to certain payees at our sole discretion and to payees that choose not to participate in these services. We reserve the right to restrict categories of payees to whom payments may be made using the service. You agree that any Payment for taxes, Payments that are court-ordered, government payments and Payments outside of the United States are prohibited and you agree that you will not attempt to use the service to make these types of Payments. When you create a new payee in Online Bill Pay, it has a temporary status until we have had sufficient time to set up the account. You should schedule a first-time Payment to a new payee at least five (5) Business Days before any Payment due date, to allow us time to set up the payee and verify information about your account with the payee. There is no limit on the number of payees or Payments that may be authorized. However, the Bank reserves the right to impose limits at some future date, with proper written notice. You acknowledge and agree that if you describe a payee inconsistently by name and account number, scheduled Bill Payment transactions to the payee will occur on the basis of the account number, even if it identifies a person other than the named payee.

### **1. Scheduling Online Bill Payments**

Although you can enter Payment information through the Service twenty-four (24) hours a day, seven (7) days a week, the Bank only initiates payments on Bank Business Days. We will process an Online Bill Payment on the same Bank Business Day as your instructions indicate. If you schedule an Online Bill Payment for a future date, we will process the transaction on that date if that day is a Bank Business Day. If the date you request for a future Online Bill Payment is not a Bank Business Day, we will process the transaction on the Bank Business Day immediately preceding the date you have requested. If you schedule a recurring Online Bill Payment and the payment date does not exist in a month, the payment will be processed on the last Bank Business Day of that month. Payments can be entered as a one-time transaction up to a year in advance, recurring transactions or as payments that are automatically scheduled upon the receipt of an electronic bill (e-Bill). Recurring payments are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, recurring Payments will be made automatically until you delete the Payment or upon expiration. If the Payment is not a recurring Payment, it will be a "one-time Payment". One-time Payments do not recur and are not made until you enter the Payee and amount of the current bill and submit the Payment.

### **2. Limitations and Dollar Amounts for Bill Payments**

Bill Payments made using Online Banking are subject to the following limitations: Bill payments can be for any amount between \$1.00 and \$9,999.99 AND A DAILY MAXIMUM FOR ALL PAYMENTS IS \$9,999.99.

### **3. How Online Bill Payments are Delivered**

Online Bill Payments are processed either through an electronic transmission to the payee or by check drawn on a designated account and mailed to the payee. Payees who receive electronic delivery will receive your payment information, including your account number with the payee, through a computer link. All checks are sent through the U.S. mail. Payments made with checks are generally received and credited by most payees within five (5) Bank Business Days. If we receive any payment instructions from a payee, we may follow those instructions to help ensure that the Payment is received by the payee and promptly credited to your account. To help ensure that your payments arrive on time, you must schedule your payments to be processed at least five (5) Bank Business Days before the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). This generally allows sufficient time for the payee to receive and post your payment. When you attempt to schedule a payment, we will inform you of the earliest available delivery date. To assure timely payment and obtain the full benefit of the Bill Payment Guarantee, you must schedule payments and your account must be in good standing at least five (5) Bank Business Days before the payment due date. If you do not, or if for any reason your account is not in good standing, you will be fully responsible for all late fees, interest charges or other action taken by the payee. The Bill Payment Guarantee is that your payment will arrive at the payee within five (5) Bank Business Days of the send on date. However, for this guarantee to be in effect the send on date must be at least five (5) Bank Business Days before the due date. If the payment fails to reach the payee within five (5) Bank Business Days we will pay any late fee up to \$50.00. We will not be responsible for any interest or finance charges nor will we be responsible for any change in interest rate due to a late payment. Nor will we be responsible for any opportunity lost injuries due to a late payment.

#### **4. Canceling Bill Payments**

A bill payment can be cancelled on the send on date up to the time the payment has an In-Process status. Once the payment is In-Process it cannot be cancelled.

Future-dated and recurring payments can be canceled prior to midnight ET on the Bank Business Day prior to the date the payment is scheduled to be made. If the payment's status is In-Process or Processed, you can no longer cancel it. After any payment is cancelled, the status changes to Canceled. A stop payment cannot be placed on an Electronic Bill Payment transaction once issued. However, a stop payment can be placed on a Bill Payment transaction check UNTIL THE ITEM HAS BEEN PAID. There is no fee for deleting a Payment initiated through Bill Payment; however, a fee may apply for a stop on a Bill Payment check.

#### **5. Our Liability for Failure to Cancel or Stop the Bill Payment**

If you attempt to cancel a bill payment in accordance with the above instructions and are unsuccessful, we will be not liable for any losses or damages but will work with you and the vendor to reverse the transaction to the extent we are able. However, the final decision to reverse the transaction lies with the recipient of the funds.

#### **6. Transfer/Payment Authorization and Sufficient Available Funds**

You authorize First Bank of Central Ohio to withdraw, debit or charge the necessary funds from your designated account in order to complete all of your designated transfers and payments. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal. The completion of a transfer or payment is subject to the

availability of sufficient funds at the time the transaction is posted. If enough funds to complete the transfer or payment are not available, we may either (i) complete the transaction and overdraw the account or (ii) refuse to complete the transaction. In either case, we may charge a non-sufficient funds (NSF), returned item, overdraft, or similar fee. Please refer to the applicable account agreement and Fee Schedule for details. If a Transfer or Payment is to be made electronically and your Account does not have sufficient funds to make a Payment as of the time the Transfer or Payment is attempted or scheduled to be made, the Transfer or Payment may be canceled. However, at our option, we may make a further attempt to issue the payment or process the transfer request. First Bank of Central Ohio is under no obligation to inform you if it does not complete a payment or transfer because there are non-sufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the Payment or Transfer within Online Banking. In case of recurring Payments or Transfers, only the Payment or Transfer currently scheduled may be canceled. Recurring Payments or Transfers schedule for future dates will not be affected.

## **7. Our Liability for Failure to Complete Transfers and Payment instructions**

We, or a third party acting as our agent (Service Provider), are responsible for completing fund transfers and bill payments from your account(s) on time and according to your properly entered and transmitted instruction. 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 not be liable for your losses and damage. In addition, neither we, nor the Service Provider will be liable:

- a. If, through no fault of ours, you do not have sufficient funds in the Online Account to complete the transaction;
- b. If your Access Device, internet connection, or other equipment is not operating properly;
- c. If the Service is not working properly and you were aware of the malfunction when you initiated the payment;
- d. If you do not authorize a bill payment with a sufficient period of time for your payment to be made and properly credited by the Payee by the time it is due;
- e. If you have not provided us with the correct Payee name, address, account information, payment amount, or other instructions necessary to complete the foregoing payment;
- f. If a Payee mishandles or delays the handling of payments sent by us;
- g. If funds in your account are held or frozen, or a court order or other legal process prevents us from making a payment;
- h. If your account has been closed;
- i. If the transfer request is not in accordance with the current OFAC rules and regulations;
- j. If we have reasonable belief that a payment has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;

- k. If circumstances beyond our or our agent's control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include but are not limited to computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by billers, fires, floods, and other natural disasters: There may be other exceptions to our liability as stated in your Depositor Agreement.

The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a transfer or payment and is not intended to list all of the circumstances where we would not be liable.

## **8. e-Bills**

e-Bills are a feature of the Bill Pay service that enables you to receive bills electronically from participating Payees. Participating Payees establish their own criteria for reviewing requests to deliver e-Bills and have sole discretion to accept or decline your request. We do not participate in this decision. Participating Payees generally take up to forty five (45) Bank Business Days to approve an e-Bill set-up request. In some cases we obtain the e-Bill from the web site of the Payee. To do so, we will ask you for information needed for this purpose, such as any required password. When you provide this information, you authorize us to access the third party web site to retrieve the account information on your behalf, and you appoint us your agent for this limited purpose. We take no responsibility if a Payee does not provide the necessary data to forward an e-Bill in a timely manner. If you do not receive a bill, it is your responsibility to contact the Payee directly. We are not responsible for any late charges or other adverse consequences. Any questions regarding your bill details should be directed to your Payee. All parties have the right to cancel the service at any time. We will notify you if the Bank discontinues/stops e-Bills. If you request that an e-Bill be discontinued, we require seven (7) Bank Business Days for the Payee to receive and process the request. When you establish e-Bills with a participating Payee you will provide certain information that will be forwarded onto the Payee to complete your enrollment. If you have concerns about the future use of this information you should contact your Payee directly.

## **C. Internal Bank Transfers**

Scheduled and recurring transfers can be made from linked First Bank of Central Ohio checking, savings, or money market accounts to most First Bank of Central Ohio accounts, including loan accounts.

1. **Scheduling.** Transfers may be scheduled for the same day or for a future date. Any transfer initiated after 7:00pm EST will not process until the following business day. A request to transfer funds between Online Accounts may be scheduled for a future date. A Future Dated Transfer may be scheduled as a one time or recurring request.

First Bank of Central Ohio is under no obligation to inform you if we do not complete a payment or transfer because there are insufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer within the Service.

You agree that you will have sufficient available funds in the designated deposit account to cover all transfers on the date scheduled. If the account does not have sufficient available funds on the

scheduled transfer date, we may elect not to initiate one or more of the transfers. If the transaction is completed, it may cause an overdraft in your account in which case you shall be liable for the overdraft and any overdraft fees as set forth in your Deposit Agreement.

2. Limits. There may be limits on the dollar amount of the transactions you can make using the Service. These limits may change from time to time in accordance with applicable laws and regulations and according to the discretion of the Bank.
3. Fees. First Bank of Central Ohio does not currently charge for this service.

#### **D. Loan Payments**

Loan payments may be performed to certain loan accounts available to you in Online Banking. Payments can be made from a checking or savings held with First Bank of Central Ohio.

1. When making a loan payment from a First Bank of Central Ohio checking or savings account, you may select to make a "Regular Payment" or "Principal Only Payment." Paying a loan to \$0 does not imply that the loan account will be closed, because other outstanding loan fees may apply. Payments may not be applied as intended if your loan is not current. Funds may be held in suspense and not be processed to your loan until a regularly scheduled payment is received or your account is brought current.
2. You may modify loan payments that have been scheduled to occur for a future date. Any modification must be received before 7:00pm EST on the day preceding the scheduled payment date in order for the modification or cancellation to be effective. You cannot modify a loan payment that has already occurred.

#### **E. External Transfers**

First Bank of Central Ohio's Online Banking customers (CONSUMERS ONLY) with eligible deposit accounts may use the External Transfers Service to transfer funds to accounts that are owned by you at other financial institutions.

1. You must be enrolled in First Bank of Central Ohio's Online Banking to perform external transfers.
2. Business customers are NOT eligible for this service.
3. You agree that you will have sufficient available funds in the designated deposit account to cover all External Transfers on the date scheduled. If the deposit account does not have sufficient available funds on the scheduled transfer date, we may elect not to initiate one or more of the transfers. If the transaction is completed, it may cause an overdraft in your account in which case you shall be liable for the overdraft and any overdraft fees as set forth in your Deposit Agreement. If the transaction is completed, you agree to pay all related fees, as disclosed in your Deposit Agreement.
4. Scheduling. Transfers can be scheduled on the same day or for a future date. However, a transfer initiated on the same day it is scheduled, must be initiated prior to 7:00pm EST. We are not liable for any other financial institution failing to act in a timely manner.

5. Limits. External Transfers are subject to transaction limits and daily limits and the Bank can modify such limits from time to time. We may permit you to make a transfer in excess of these limits from time to time at our sole discretion, we may cease doing so at any time and without prior notice.
6. Fees. First Bank of Central Ohio does not currently charge for this service.
7. Refer to the External Transfer Service Agreement for additional terms and conditions of the Service.

## **F. People Pay**

First Bank of Central Ohio's customers (CONSUMERS ONLY) with eligible deposit accounts may use the People Pay Service to facilitate transfers between your account and any person with an eligible financial institution account within the United States. You can facilitate a transfer to a person utilizing the recipient's financial institution information, email address, or mobile telephone number.

1. You must be enrolled in First Bank of Central Ohio's Online Banking to access People Pay Service.
2. Business customers are NOT eligible for this service.
3. Scheduling. Depending on the type of payment method selected, Payments processed through the People Pay Service may be completed in real time or there may be a slight delay in the debiting or crediting of a particular account. You understand and acknowledge that there may be a delay in the debiting or receipt of funds through the People Pay Service, you agree to indemnify and hold the Bank harmless of any damages caused by such delays.
4. Limits. Payments made through the People Pay Service are subject to transaction limits and daily limits and the Bank can modify such limits from time to time. We may permit you to make a transfer in excess of these limits from time to time at our sole discretion, we may cease doing so at any time and without prior notice.
5. Fees. First Bank of Central Ohio does not currently charge for this service.

## **G. Online Statements and Notices**

Electronic account statements and notices are available to First Bank of Central Ohio customers through enrollment in the E-Statements Service. This service is available to you at no cost and will allow you to view current and past statements for all your accounts on a secure website. Through the use of E-Statements Service, you may be entitled to receive periodic account statements and notices in connection with your Online Accounts, such as savings account statements, loan statements, and/or CD renewal notices. Refer to the E-Statements Consent and Authorization for additional terms and conditions of the Service.

## **H. Online Banking Alerts**

First Bank of Central Ohio provides Automatic Alerts and Voluntary Account Alerts.

1. Automatic Alerts are sent to you following important account activities or when certain changes are made online to your Online Banking account, such as a change in your email address, telephone number, User ID or password. You do not need to activate these alerts. We automatically activate them for you.
2. Voluntary Account Alerts must be activated by you. Voluntary Account Alerts allow you to choose alert messages for your accounts. Each alert has different options available, and you will be asked to select from among these options upon activation of your alerts service.
3. Both Automatic Alerts and voluntary Account Alerts are subject to the following;
  - a. We may add new Automatic and voluntary Account Alerts from time to time or cancel old alerts. We usually notify you when we cancel alerts but are not obligated to do so.
  - b. Alerts will be sent to the email address you have provided. You can also choose to have alerts sent to a secondary email address and in some cases a mobile device that accepts text messages. If your email address or your mobile phone number changes, you are responsible for informing us of that change. While First Bank of Central Ohio does not charge for the delivery of the Alerts, please be advised that text or data charges or rates may be imposed by your carrier. Changes to your primary, secondary email addresses and mobile phone numbers will apply to all of your Alerts.
  - c. You understand and agree that your alerts may be delayed or prevented by a variety of factors. We do our best to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance of an alert. Because alerts are not encrypted, we will never include your password or full account number. However, alerts may include your name and some information about your accounts. Depending upon which alerts you select, information such as your account balance may be included. Anyone with access to your email or text messages will be able to view the contents of these alerts.

#### **I. Stop Payment Requests.**

We may accept online stop payment on any check written off an eligible deposit account. Online Stop Payment Requests may not be placed on Cashier's checks, official checks, debit card transactions, or ACH transactions.

1. We will process requests received prior to the posted cutoff time of 7:00pm EST on the same business day received. Requests received after the posted cutoff time will be processed on the next business day.
2. We must receive a stop payment request at a time and manner that will give us reasonable opportunity to act upon it prior to presentment of the item. Please review transaction history and previous statements to verify that the check has not cleared.

3. Stop Payment Requests are not effective if, either before or within 24 hours when the stop payment order was placed, we have already cashed the item or become otherwise legally obligated for its payment. Stop payment requests are processed electronically. We will assume no responsibility if any information provided to us is incorrect, incomplete, or in a manner that would result in the check being paid. Once placed, the stop payment order will remain in effect for six months from the date when it was made. An account owner or authorized representative may renew the stop payment order for an additional six month period when the expiration date arrives. You are responsible for monitoring the expiration of stop payments. No notice will be provided to you that a stop payment is expiring. A fee will be charged for each stop payment and extension thereafter.

#### **J. Quicken® Connectivity.**

First Bank of Central Ohio offers a connection with Quicken. You may download your account activity from Online Banking. You are responsible for separately purchasing Quicken, and the Bank makes no warranties nor accepts any liability for such software. Quicken is a registered trademark of Intuit, Inc.

### **Other Online Banking Terms and Conditions**

Your use of First Bank of Central Ohio's Online Banking Service is subject to the following terms and limitations:

#### **A. Access Device Specifications**

In order to use the First Bank of Central Ohio Online Banking Service, your Access Device must meet the minimum specifications required for use of the Online Banking.

1. Internet Access
2. You will need a currently supported internet browser tool such as; Microsoft Internet Edge, Mozilla Firefox, Apple Safari, Google Chrome and a currently supported version of Adobe Acrobat Reader. Cookies and JavaScript must be enabled in the browser options.
3. Adobe® Acrobat Reader – You can download the Adobe Acrobat Reader free of charge at [www.adobe.com](http://www.adobe.com).
4. We will give you notice of any change to the hardware and software requirements if the change will adversely affect your ability to access and retain documents, online statements and notices, disclosures and legal notices.

#### **B. Physical and Electronic Security**

You are solely responsible for providing for and maintaining the physical, electronic, and technical security of data, systems and computers in your possession or under your control. The Bank is not responsible for your computer's security and any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," "trojans" and/or "spyware"), or problems, malfunctions, or non-authorized transactions resulting from any computer viruses or

unauthorized counterparty, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and Bank is not responsible for any damage to your computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your computer systems. The Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your computer systems or accessed through the Online Banking Service.

You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as “phishing” and “pharming”). You acknowledge that the Bank will never contact you by e-mail in order to ask for or to verify Account Numbers, or any sensitive or confidential information. In the event you receive an e-mail or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree you shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. You agree that the Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or Internet fraud.

### **C. User IDs and Passwords**

One of the main security features protecting the Online Banking and Services is the unique combination of your User ID and Password. During the enrollment process, you will be asked to create a unique User ID and a Password that will be used to gain access to Online Banking. You determine your own Password, which is encrypted in our database. Neither the Bank nor any of its Service Providers have access to your Password. After three (3) unsuccessful log on attempts, your access will be locked. You may reset your Password utilizing the “Forgot Your Password” link on the Password screen. You may also contact us for assistance in resetting your Password.

You agree not to give or make available your Password or other means to access your account to any unauthorized individuals. You are responsible for any and all payments you or an Authorized Representative make using the Online Banking Service. If you permit other persons to use the Online Banking Service or your Password or other means to access your account, you are responsible for any transactions they authorize.

You are solely responsible for keeping your Password and online account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

1. Do not give out your account information, Password, or User ID;
2. Do not leave your PC unattended while you are in Bank's online banking site;
3. Never leave your account information within range of others; and
4. Do not send privileged account information (account number, Password, etc.) in any public or unsecured e-mail system.

If you believe your Password has been lost or stolen, or if you suspect any fraudulent activity on your account, contact the Bank immediately by sending a secure message through the Online Banking or calling us at (614) 992-6700.

#### **D. Online Banking Service Hours**

The Online Banking Service is available to you 24 hours a day, seven days a week, with the exception of maintenance periods.

#### **E. Changes to and Interruption of Online Services**

On a regular basis, we may perform maintenance on our operating systems, which may cause an interruption in or change to the Online Services. We also may need to change the scope of the Online Services from time to time. We will attempt to provide prior notice of any such interruptions and changes but cannot guarantee that such prior notice will be provided. If you find that access to the Online Services is interrupted or unavailable, you should call us for assistance to obtain access. We will strive to perform routine maintenance to our operating systems during non-regular business hours.

#### **F. Limits**

There may be limits on the dollar amount and number of transactions that can be performed using Online Banking Services. These limits are for security reasons and may change from time to time in accordance with applicable laws and regulations and according to the discretion of the bank.

#### **G. Savings and Money Market Accounts Transaction Limits**

Transaction limitations apply to savings and money market accounts. Refer to your deposit agreements for any transaction limits related to these accounts.

#### **H. Account Agreements**

Online Banking Services are additionally governed by any other separate agreement(s) you may have with First Bank of Central Ohio. This Agreement is in addition to, and does not replace any other agreement you may have with the Bank. The terms and conditions of your account(s), including all disclosure documents, shall remain in full force and effect regarding your account(s) with the Bank, and the account agreements shall govern the general operation of those account(s), including any restrictions as to funds availability, stop payment orders, and all other terms and conditions of those agreements. Your ability to initiate transactions may also be limited by the terms of your deposit, loan, or other agreements with us or applicable law. You agree to abide by and be bound by all applicable limitations.

#### **I. Reviewing Payments**

The Online Banking Service automatically stores records of past payments and payments scheduled for the future. The number of records and amount of time that they will be stored will vary at the Bank's discretion.

#### **J. Account Inquiries**

You may use the Online Banking Service to determine the balance and recent activity in your accounts. Any balance or recent activity shown displayed by the Online Banking Service will include a date as of which the balance is current. The balance or recent activity shown may include deposits still subject to verification by the Bank. The balance or recent activity shown may differ from your records because it may not include deposits in progress, outstanding checks or other withdrawals, payments, or charges.

#### **K. Accounts Eligible for Services**

From time to time, we may change the accounts that may be available to certain Online Banking Services. We also reserve the right to refuse to include any account among your Online Accounts or to allow transactions between or among Online Accounts under certain circumstances as provided in this Agreement or as may be required by applicable law.

#### **L. Joint Accounts**

When you designate a joint account as an Online Account, you agree that we may act on the verbal, written, or electronic instructions of any one properly identified authorized signer.

#### **M. Our Liability for Failure to Complete Transactions**

We will process and complete all payments and transfers properly initiated through Online Banking in accordance with this Agreement. We will not be liable (and any payment guarantee provided elsewhere in this Agreement will not be applicable), in connection with any of the following occurrences:

1. If, through no fault of ours, you do not have sufficient funds in the Online Account to complete the transaction;
2. If your Access Device, internet connection, or other equipment is not operating properly;
3. If the Service is not working properly and you were aware of the malfunction when you initiated the transaction;
4. If you do not properly follow all instructional materials provided in connection with the Service;
5. If you do not authorize a payment within a sufficient period of time for your payment to be received by the Payee by the Due Date;
6. If you have not provided us with the correct Payee name, address, account information, payment amount, or other instructions necessary to complete the payment, or the foregoing instructions stored on your Access Device's hard drive or the host system have been lost;
7. If a Payee mishandles or delays the handling of payments sent by us;
8. If funds in your account are held or frozen, or a court order or other legal process prevents us from making a transaction;

9. If your account has been closed;
10. If your Online ID and/or Password has been reported lost or stolen and you fail to notify the Bank immediately;
11. If we have reasonable belief that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;
12. If you have exceeded any dollar or frequency limitations on transactions applicable with the Online Account;
13. If circumstances beyond our control (such as telecommunication or electrical outages and malfunctions; postal delays, computer system failures, or natural disasters) prevent the transaction;
14. If making a transfer or payment would cause us to violate any law, rule, or regulation to which we are subject; or
15. Other applicable law and/or regulations exempt us from liability.

There may be other exceptions to liability stated in the agreements governing your accounts with us, or provided under applicable law.

#### **N. Electronic Messaging (Emails)**

If you send us an email message, we will be deemed to have received it on the following business day. You should not rely on email if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

NOTE: Email transmissions outside of the online banking service are not secure, unless otherwise noted. We advise you not to send us or ask for sensitive information such as account numbers, passwords, account information, etc. via any general or public email system. If you wish to contact us electronically and securely, please use the "Contact Us" email form provided within the Secure Forms section of Online Banking.

#### **O. Notices**

If you choose to receive your statements electronically, you agree all notices or other communications which we may be required to give you arising from our obligations under this Agreement or Online Services may be sent to you electronically to any electronic mailbox we have for you, or at our option, another electronic mail address you provide to us or in any other manner permitted by law.

Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them. You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number.

#### **P. Errors and Questions**

We report your Online Banking transactions on the monthly statements for your Online Accounts. A description of each transaction, including whom you paid, and the date and amount of the transaction will appear on your statement. Your duty to report unauthorized transactions, alterations or any other error with reasonable promptness is outlined in your Deposit Account Agreement. You may also view account activity online.

Contact us immediately if you think:

1. Your statement or transaction record is wrong.
2. You need more information about a transaction listed on your statement.
3. An unauthorized person has discovered your Online Banking Log On Credentials.
4. Someone has transferred or may transfer money from your account without your permission.
5. Bill payment transactions have been made without your authorization.

To initiate a payment inquiry, you may send a secure message through Online Banking services. Or you may contact us by telephone at (614) 992-6700.

### **For Personal Accounts Only**

To the extent a transaction is an electronic funds transfer, if you tell us within two (2) business days after you learn of the loss, theft, or unauthorized transaction, you can lose no more than \$50.00 if someone used your Password or made a transaction without your authorization.

If you do NOT tell us within two (2) business days after you learn of the loss, theft or unauthorized transaction, and we can prove we could have stopped someone from using your Password or the Service without your authorization if you had told us, you could lose as much as \$500.00.

If you think your statement shows a transaction that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed, electronically transmitted, or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods as may be reasonable under the circumstances.

Also, if you think your statement is wrong or you need additional information about a transaction listed on your statement or appearing on the account activity screen of your Access Device, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared or you received notification of the problem or error on your Access Device.

1. Tell us your name and the account number.
2. Describe the error or transaction that you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.

3. Tell us the dollar amount of the suspected error.

If you provide oral notice, you may be required to send 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) 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 (20) business 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.

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.

#### **Q. Fees and Other Charges**

You agree to pay any and all fees applicable to the Services provided. The fees are listed in the Fee Schedule provided to you by the Bank. The fees are subject to change from time to time. We may charge you a research fee for any inquiry about a transaction. The fee will be waived if we determine that a Bank error has occurred. You also acknowledge that these fees are in addition to any costs that you incur from your mobile device carrier or internet service provider that you use to access the Online Banking Service.

#### **R. Business Days**

A business day means Monday through Friday, except Federal Holidays. The Bank has established Business Day cut-off times for use of some Services. The Bank may change the cut-off times without prior notice. Any communication received after such cut-off times established by the Bank, may be considered received on the following Business Day.

#### **S. Termination of Online Banking Services**

You Online Banking services will remain in effect until they are terminated by you or First Bank of Central Ohio. You may terminate your service at any time by notifying us of your intent to cancel in writing, through sending a secure message in Online Banking or by calling the Bank at (614) 992-6700. Termination of your Online Banking services does not terminate your First Bank of Central Ohio accounts. We recommend that you cancel any scheduled payments and transfers prior to notifying us that you are discontinuing the service. First Bank of Central Ohio will cancel any scheduled payments and transfers within two (2) Bank Business Days from the date we receive your request to discontinue the service. If you close any eligible accounts used for transfers and/or payments, or if it's no longer linked to your Online Banking, any unprocessed payments may be canceled.

We reserve the right to terminate your Online Banking services for inactivity or the lack of use of the service without any advanced notice.

Termination of Online Banking services will not affect your liability or obligations under this Agreement.

## **T. Indemnification**

You agree to indemnify and hold harmless us, our officers, directors, employees, and Service Providers from and against any and all claims, damages, losses, liabilities, costs and expenses (including but not limited to attorneys' fees and court costs) of any nature whatsoever incurred by you or by any third parties arising directly or indirectly from (i) any transactions or attempted transactions on your Account covered by this Agreement, including fraudulent or unauthorized activity on the Account(s) by the use of the Online Services, whether or not the unauthorized or fraudulent transaction(s) are conducted by a third party you provided Access Credentials, (ii) your breach of this Agreement; (iii) the processing of any stop payment request; (iv) any dispute between you and any third party in connection with the use of the Online Services; and (v) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including attorneys' fees) incident to the foregoing. The terms of this paragraph will survive termination of this Agreement and the Online Services.

## **U. Disclaimer of Warranties and Limitation of Damages**

TO THE FULLEST EXTENT POSSIBLE UNDER ANY APPLICABLE LAW, RULE OR REGULATION, WE ARE PROVIDING THE SERVICES "AS IS" AND WITHOUT REPRESENTATION OR WARRANTY, AND WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, FOR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY, ANY WARRANTY THAT AVAILABILITY OR OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, AND/OR ANY WARRANTY TO PROVIDE ADEQUATE TECHNICAL SUPPORT.

## **V. Conflicts**

If there is a conflict between this Agreement and other agreements related to your Online Banking Services, the specific terms and conditions of the other services agreement will control.

## **W. Assignment**

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain rights and responsibilities under this Agreement to independent contractors or other third parties.

## **X. No Waiver**

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

## **Y. Law That Applies**

Regardless of where you live or work, or where you access the Services, this Agreement is subject to the federal law of the United States of America, and to the extent such federal law is not applicable (and only to such extent), to the internal law of the state of Ohio, excluding its conflict of laws rule. To the extent any part of this Agreement is not enforceable, it will not affect the rest of the Agreement, and it will be changed as necessary to comply with applicable law.

## **Z. Waiver of Trial by Jury**

The parties hereby knowingly, voluntarily, and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements or actions of the parties. Such disputes may be tried before a judge only. This provision is a material inducement for the parties entering this Agreement.

## **AA. Ownership and Licensing**

The content, information and offers on our website are copyrighted by the Bank and/or its service providers and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Bank's sites are the trademarks, service marks or logos of Bank, or others as indicated.

*Effective April 12, 2021*