

## DIGITAL BANKING

Community Bank of Parkersburg Digital Banking Agreement and Disclosure

### AGREEMENT AND DISCLOSURE

This Agreement and Disclosure (“Agreement”) sets forth your and our rights and responsibilities concerning the use of our Digital Banking, Online and Mobile, product (the “Service”). In this agreement the words “you” and “your” mean those who sign as applicants or any authorized user(s). “Account” or “Accounts” means your accounts held at Community Bank of Parkersburg. The words “we” and “us” mean Community Bank of Parkersburg. By enrolling in Digital Banking, you agree to all of the terms of this agreement and as amended from time to time.

**Hours of Access** – Digital Banking is available seven days a week, 24 hours a day. However, there may be times the Service may be unavailable due to scheduled maintenance, system upgrades or an unplanned emergency.

### IDENTITY VERIFICATION

Use of this Service requires we verify, to the best of our ability, your identity as an authorized user to access your accounts. As a means to do this, we may send a verification code to a phone number used when you initially enroll in the Service. The code will be sent by SMS from 22395 to a mobile phone number or by phone call using a variety of source phone numbers. For help, text “HELP” to 22395. To cancel the SMS service, text “STOP” to 22395. In case of questions, contact us at 304.485.7991. When requesting a verification code by SMS message, **standard message and data rates may apply**. In addition to receiving a verification code via SMS message or phone call, you may choose to use the Authy™ App, supported via iOS™, Android™ or some desktop PCs.

### REQUIREMENTS

**Hardware and Recommended Virus Protection** – In order to access the Service and conduct transactions, view and retain electronic communications that we make available to you, you must have and maintain: a valid e-mail address, a computer or device with Internet access, the most current version of an Internet Browser with 128-bit encryption such as Internet Explorer, Microsoft Edge, Google Chrome, Firefox or Safari; most current version of software capable of viewing PDF documents, such as Adobe Reader® and a printer and/or sufficient storage on a computer or other storage media. The bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and removable storage devices using a reliable virus product to detect and remove any viruses and malware. Undetected or unrepaired viruses or malware may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus or malware to other computers.

**Accounts** – You must have at least one account at Community Bank of Parkersburg in order to access the Service and you may use the Service to complete functions on all accounts of which you are an owner. In the event the Username and password is provided to a minor under the age of 18, then the legal guardian as joint accountholder agrees to be bound by the terms and conditions of this agreement for any transactions completed by said minor.

### ENROLLMENT PROCESS

**User ID and Password** – The User ID and password issued to you is for your security purposes. Your password is required to be changed the first time you login to the Service, is confidential and should not be disclosed to third parties. You are responsible for safekeeping your password. You may change your password at any time by clicking on “Settings”. You should carefully select a password that is hard to guess. We suggest that you stay away from names, dates and information that may be easily guessed. You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts.

Upon enrolling, you must provide a valid U.S. phone number where we may send a verification code to confirm your identity (see Identity Verification).

In order to ensure the security of your records, we will end your online session if we have detected no activity for 10 minutes or if you navigate away from the page. This is to protect you in case you accidentally leave your device unattended while you are logged on. When you return to your computer or device, simply re-enter your User ID and password and continue your session.

**Passcode, Facial Recognition and Fingerprint Authentication** – Using the mobile app, you will be able to create a numeric passcode to use in lieu of your password in order to login to your account. Depending on the device being used, you may also be able to set up facial recognition and/or fingerprint authentication. Once this access is enabled, those fingerprints and facial IDs saved on the device may be used as the only required login credentials to gain access to your account.

**GENERAL DIGITAL BANKING FEATURES**

At the present time you may use the Service to:

- Perform account inquires on checking, savings, money market, certificates of deposit and loan accounts
- Access e-Statements/e-Notices as available
- Download transaction history as available
- Transfer funds between your deposit accounts at Community Bank of Parkersburg
- Make loan payments from your deposit accounts at Community Bank of Parkersburg
- Retrieve check images
- Send and receive secure messages to/from Community Bank personnel
- Order checks for checking and money market accounts
- Place stop payments on single checks or a range of checks (fees apply, see miscellaneous fees and charges and the Terms and Conditions of your checking account)
- Update contact information including address, phone number and email address
- Set up and manage alerts
- Access the Bill Pay service
- Initiate transfer of funds to/from your accounts at other financial institutions, if you are eligible to participate in this service

**Cash Management Features** (Commercial customers only)

- ACH origination

**FEES AND CHARGES**

- We do not charge for General Digital Banking features
- Normal bank fees will be assessed for stop payments. Please refer to our separate Fee Schedule.
- Commercial Cash Management features are billed per individual proposal
- Additional service fees and charges may be assessed as indicated in each following section of these Terms and Conditions

**LIMITATIONS ON FREQUENCY AND DOLLAR AMOUNT**

You may not take more than six (6) preauthorized or automatic transfers from your money market account or savings account(s) during a given monthly statement period. This includes transfers by wire, Internet transfers and overdraft transfers to checking. There are no limits on the number or dollar amount of transfers or payments you make from your checking account. Balances shown online may include deposits subject to verification by us. The balance may also differ from your records due to deposits in process, outstanding checks or other withdrawals, payments or charges. We have the right to cancel transactions if sufficient funds are not available in your account.

**NO SIGNATURE REQUIREMENT**

When any payment or other online service generates items to be charged to your account, you agree that we may debit the designated account without requiring your signature on the item and without any notice to you.

**NOTICE OF LIABILITY**

Tell us **AT ONCE** if you believe your password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your password without your permission. If you do **NOT** tell us within two (2) business days after you learn of the loss, and we can prove that we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00.

If your statement shows transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (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 period. If you believe that your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write Community Bank of Parkersburg.

You may contact us at 304.485.7991 or at Community Bank of Parkersburg, 631 Juliana St, Parkersburg WV 26101.

**BUSINESS DAYS**

Our business days are Monday through Friday. Federal banking holidays are not included.

**TRANSACTION CUTOFF TIMES**

The following cutoff times pertain to specific Digital Banking features. Transactions received after the cutoff time will be posted the following business day. All times listed in this Agreement are in Eastern Time:

- Internal Funds Transfer – 6:00 pm
- Bill Pays – 2:00 pm. To ensure that payment is properly credited to your account prior to the payment date, please allow at least five (5) business days from the date payment is submitted for your payment to reach your merchant or vendor.
- Stop Payments – 6:00 pm
- Cash Management – Determined per individual proposal

**CONFIRMATION**

A ‘submitted’ message will be displayed at the time you make a transfer, submit a bill payment, initiate cash management transactions, or submit instructions for stop payments or check orders. This confirmation may be saved for your records.

**OVERDRAFTS**

If your account does not have sufficient funds for an electronic funds transfer you scheduled for any given business day, we reserve the right to cancel that transfer or complete the transaction and overdraw your account for a fee (service charge).

**DOCUMENTATION - PERIODIC STATEMENT**

You will receive a periodic account statement from us determined by the type of account you have. This information was disclosed to you at account opening.

**CHANGE IN TERMS**

We have the right to change the terms of this Agreement from time to time. We will notify you at least 21 days before the change will take effect if the change will cause you greater cost or liability or if it will limit your access to Digital Banking. You will be notified of such changes by a special mailing or email. If the change is necessary for security reasons, we do not have to notify you in advance. Your continued use of the Service will indicate your acceptance of the terms and conditions of the revised Agreement.

**OUR LIABILITY FOR INCOMPLETE TRANSACTIONS**

If we do not complete a transaction 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. 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 cover the transaction
- If the money in your account is subject to legal process or other claim restricting such transaction
- If the terminal or system was not working properly and you knew about the breakdown when you started the transaction
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken
- If you or anyone authorized by you commits fraud or violates any law or regulations
- If any information provided by you about the payee on the bill payment is incorrect
- If there are any delays in handling the payment by the payee or postal service

**IN CASE OF ERRORS**

In case Of Errors or Questions – Call us at (304) 485-7991 or write us at Community Bank of Parkersburg, P.O. Box 988 Parkersburg, WV 26102 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than (60) days after we send the FIRST statement on which the problem or error appeared. Include the following information:

- Tell us your name and account number (if any)
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error

We will tell you the results of our investigation within ten (10) business days 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 to investigate your complaint or questions. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

If we decide that there was no error, we will send you a written explanation of our findings within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If a notice or error involves an electronic funds transfer that was initiated in a foreign location, the applicable time period for action shall be twenty (20) business days in place of ten (10) business days, and ninety (90) calendar days in place of forty-five (45) calendar days.

**CONFIDENTIALITY – WHAT WE SHARE**

We will disclose information to third parties about your account or the transaction you make:

- To complete the transactions as necessary
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant
- To comply with government agency or court orders; or
- If you give us your written permission

**NOTICES**

All notices from us will be effective when we have mailed them or delivered them to your last known address on our records or when we make such notices available to you through the Service, if you have agreed to receive notices from us in an electronic format. You are required to keep us informed of your current mailing and email addresses, as applicable. You agree to notify us promptly of any change of address or email address. You may notify us in person at any of our offices, make changes via the Service, or by sending a written and signed notice to Community Bank of Parkersburg, PO Box 988, Parkersburg, WV 26102. Notices from you will be effective when received by us at the telephone number or the address specified in the agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

**ENFORCEMENT**

In the event either party brings a legal action to:

- Enforce this agreement, or
- Collect amounts owed as a result of any account transaction

The prevailing party shall be entitled to reimbursement of reasonable attorney’s fees and costs, including fees on any appeal, subject to any limits under applicable law.

**TERMINATION**

You agree that we may terminate this agreement if:

- You or any authorized user of your password breach this or any other agreement with us or
- We have reason to believe that there has been an unauthorized use of your account or password or
- We notify you or any other party to your account that we have cancelled or will credit this Agreement; or
- You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of the Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**EXTERNAL ACCOUNT TRANSFER SERVICE AGREEMENT**

Within Digital Banking you may separately enroll for the **External Account Transfer service** (“Service”). This Agreement explains the additional terms and conditions for this Service. By using the **External Account Transfer Service**, you agree to abide by the terms and conditions of this **External Account Transfer Service** Agreement, in addition to the terms and conditions disclosed in the Digital Banking and Disclosure Agreement and other agreements with Community Bank of Parkersburg. Community Bank of Parkersburg may change this **External Account Transfer Service** Agreement at any time. For example, Community Bank of Parkersburg may add, delete or amend terms or services. Community Bank of Parkersburg will notify you of such changes by mail or by email. If you use the Service after the effective date of a change, your use indicates that you agree with the change(s).

This Service allows you to transfer funds between your eligible linked personal deposit accounts at Community Bank of Parkersburg and certain deposit accounts at other financial institutions. An inbound transfer moves funds into an account at Community Bank of Parkersburg. An outbound transfer moves funds from an account at Community Bank of Parkersburg to an account outside of Community Bank of Parkersburg. You will need to enroll each of your non-Community Bank of Parkersburg accounts that you wish to use for this Service. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this Service will be verified in accordance with Financial Institution procedures. The verification process must be completed by you prior to using the Service. You will have 30 days after enrolling an account to complete the verification process. Verification instructions are displayed to you during the enrollment process.

**Eligible account types** for the Service include:

- Community Bank of Parkersburg checking accounts, savings accounts, Money Market accounts as ‘From Accounts’
- In addition to the above accounts, you may transfer to Community Bank of Parkersburg loan accounts from External Accounts
- Checking accounts, savings accounts, Money Market checking and Money Market savings accounts held at a financial institution in the United States that are able to accept ACH transfers
- Investment and brokerage accounts from other institutions within the United States that are able to accept ACH transfers

**Ineligible account types for transfers include:**

- Individual Retirement Accounts (IRAs)
- 401(k) Accounts
- Custodial and/or Trust Accounts
- Business Accounts
- Certificate of Deposits (CDs) or other time-based accounts
- Loan Accounts (including credit card and equity accounts)
- You may have other accounts that are ineligible for the **External Account Transfer Service** due to restrictions specific to your other financial institution(s). If in doubt, you should contact the other financial institutions to verify if the accounts are eligible for the Service

**FUNDS AVAILABILITY**

Funds will be available on all inbound transfers within two business days of the effective/scheduled date of the transfer. In some cases, the Bank may choose to place a hold on the funds being deposited; in this case, you will be notified of the hold time. Funds requested to be transferred will be debited/credited from your Financial Institution account within two business days following the day you initiate the transfer, provided you have met the Financial Institution’s cutoff time for submitting *External Account* transfers. In the case of a future dated or recurring transfer, these time limits will be the two business days following the scheduled date of the transfer. The cutoff time for initiating transfers is 2:30pm. Funds requested to be transferred will be debited/credited to the non-Financial Institution account according to the receiving Financial Institution’s availability and transaction processing schedule.

**LIMITS ON TRANSFERS**

Transfers are subject to the following limits unless otherwise agreed upon by you and Community Bank of Parkersburg:

**Dollar Transaction Limits**

- Three inbound transfers per day not to exceed a total of \$500
- Three outbound transfers per day not to exceed a total of \$500

The above limits apply to the total of all *External Account* transfers of a specific type for all accounts enrolled in the Service. We may change your dollar limits and transfer limits at any time.

**REJECTED EXTERNAL ACCOUNT TRANSFERS**

An External Account Transfer will be returned if it cannot be successfully posted to your account. The most common reasons for failed or returned *External Account Transfers* include, but are not limited to:

- Entering an incorrect account number or ABA/Routing number
- Insufficient available funds in the account to be debited and/or credited
- Exceeding the dollar limit for an individual transaction, total transactions per month or pending transfers that have not yet been posted in one of the affected accounts
- A fee of \$10 may be charged for returned or rejected external account transfers

It is your responsibility to monitor the status of your *External Account Transfer* request(s) and for ensuring they have been processed as requested.

**Right to Cancel a Transfer** - The following list details the types of transfers that may or may not be cancelled by you:

- Request for immediate transfers of funds cannot be cancelled
- Future dated and recurring transfers can be cancelled by 2:30pm, the day prior to the scheduled transfer date, by logging into internet banking and cancelling the transfer
- If the transfer status is In Process, Pending, or Processed, you cannot cancel the transfer
- All other transfers may be cancelled by you, by logging into Digital Banking, review your scheduled transfers and deleting transfers as needed.

**RELIANCE ON ACCOUNT NUMBER PROVIDED**

If your Service instructions identify the beneficiary or a bank using both a name and a number, we may use the number only to execute your instructions, and are not responsible if the name and the number do not agree. Your obligation to pay the amount of the *External Account Transfer* to us is not excused in such circumstances.

**JOINT ACCOUNTS**

Any account owner with Digital Banking Access may sign up for the Service and request to link any eligible account in their Online Banking profile to the Service. As applicable, the terms of this Agreement will extend to all joint account owners. Joint owners are subject to the joint tenancy rules contained in the Deposit Agreement with Community Bank of Parkersburg.

**SUSPENSION AND REINSTATEMENT OF THE SERVICE**

In the event that we incur a problem with your use of the Service, including but not limited to the inability to debit any of your account(s) or to collect with respect to any of your *External Account Transfers* as described above, and without limiting any other right or remedy that Community Bank of Parkersburg may have under this Agreement or otherwise, Community Bank of Parkersburg reserves the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect Community Bank of Parkersburg from loss. In the event of such suspension, you may request reinstatement of your Service by contacting us in writing at 631 Juliana Street, Parkersburg, WV 26101.

Community Bank of Parkersburg reserves the right in its sole discretion to grant or deny reinstatement of your use of the Service. In the event Community Bank of Parkersburg agrees to reinstate the Service, Community Bank of Parkersburg reserves the right to reinstate your Service with lower per-transaction and monthly dollar limits and/or with other restrictions. Based on your subsequent usage of the Service, Community Bank of Parkersburg, in its sole discretion, may thereafter restore your ability to affect transfers subject to such higher limits as may then be in effect.

**CANCELLATION**

Your Service remains in effect until it is terminated by you or Community Bank of Parkersburg. You may cancel your Service at any time by notifying us of your intent to cancel in writing, or by calling a branch, and your Service will be cancelled after Community Bank of Parkersburg has had a reasonable opportunity to act upon your cancellation request. You agree to use the Service only for bona fide and lawful purposes. Community Bank of Parkersburg may suspend or terminate your participation in the Service for any reason, at any time. Community Bank of Parkersburg will attempt to notify you in advance, but is not obligated to do so. Community Bank of

Parkersburg shall have no obligation to honor any instruction, in whole or in part, that (a) Community Bank of Parkersburg reasonably believes is used for any illegal or improper purpose or activity; (b) exceeds the available funds in your account; (c) Community Bank of Parkersburg has reason to believe may not be authorized by you; (d) involves funds subject to a hold, dispute or legal process; (e) would violate any law, rule or regulation applicable to Community Bank of Parkersburg, the Service, you or any other party that processes or receives the payment; (f) is not in accordance with any other requirement stated in this Agreement, the Digital Banking and Disclosure Agreement, any other applicable agreement with Community Bank of Parkersburg, or any of Community Bank of Parkersburg's policies, procedures or practices; or (g) for Community Bank of Parkersburg's protection or yours, Community Bank of Parkersburg has reasonable cause not to honor. Community Bank of Parkersburg reserves the right to refuse to honor an instruction or suspend or terminate your Service, in whole or in part, at any time, with or without cause and with or without notice, and may immediately do so including, but not limited to, if: (a) Community Bank of Parkersburg has reason to believe that your account or accounts have been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your password; or (b) Community Bank of Parkersburg believes your Service is not being used for its intended, bona fide and lawful purposes under This Agreement or the Internet Banking and Disclosure Agreement (c) you repeatedly overdraw your Community Bank of Parkersburg account; (d) your Community Bank of Parkersburg account is closed, access to your account is restricted for any reason, (e) following initial enrollment you do not use the Service, after being notified by Community Bank of Parkersburg, it may automatically suspend or terminate the Service, without further notice to you. Any transfers Community Bank of Parkersburg has already processed before the cancellation date will be completed. Community Bank of Parkersburg recommends that you cancel any scheduled transfers prior to notifying Community Bank of Parkersburg that you are canceling the Service. You are responsible for any transfers scheduled by you prior to termination that you have not canceled.

Termination will not affect your liability or obligations under This Agreement and the Digital Banking and Disclosure Agreement for transfers Community Bank of Parkersburg has processed on your behalf.

#### **NO UNLAWFUL OR PROHIBITED USE**

As a condition of using the Service, you warrant to Community Bank of Parkersburg that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree these provisions of this Agreement will remain in full force and effect even if this Agreement terminates for any reason.

**Please note: Transfers from a Savings or Money Market account to another account or third party by preauthorized, automatic, or telephone transfer – including online banking transfers - are limited to six per month with no more than three transfers by check, draft, or ACH or similar order to third parties. If you exceed the transfer limitations set forth in any statement period, your account will be subject to closure by the financial institution and may be subject to an excessive usage fee based on our current fee schedule for every outgoing transfer above the stated limit.**

**MOBILE DEPOSIT**

Mobile Deposit (Remote Deposit Anywhere) is a way to deposit checks into your Community Bank of Parkersburg checking or savings accounts using your smart phone or tablet.

**REQUIREMENTS**

You will need to already have or sign up for our Digital Banking service and you will need to be enrolled for Mobile Deposit.

**GUIDELINES FOR DEPOSITING CHECKS**

Mobile Deposit is offered by Community Bank of Parkersburg with no service charge. We do reserve the right to change the service charge for this service at any time. If an item that you have deposited is returned or dishonored for any reason, you agree that the bank may charge back the amount of the deposited item to the account in which it was deposited.

**MOBILE DAILY DEPOSIT LIMITS**

- Consumer - \$2500.00 per day and up to Five (5) items
- Business (including Sole Proprietorship) - \$5000.00 and up to Ten (10) items

**MONTHLY LIMITS**

- Consumer - \$5000.00 per month and up to Ten (10) items
- Business (including Sole Proprietorship) - \$25,000.00 per month and up to Twenty (20) items

Daily and monthly transaction limits apply per customer, not per account. If you have multiple accounts under one login, these daily and monthly limits will apply per total.

**TRANSACTION CUTOFF TIMES**

The cut off time for deposits to be posted on the current business day is 5:00pm (ET), Monday thru Friday except on Federal Holidays. Deposits submitted after 5:00pm (ET), on weekends or Federal Holidays will be reviewed and processed the following business day.

**CHECK STORAGE AND DESTRUCTION**

Deposited checks must be destroyed after the deposit is confirmed. We recommend keeping checks for a minimum of 14 days, and then securely destroying them. Checks should not be thrown in the trash. Properly dispose of the checks by using a shredder or other means.

**DEPOSIT ITEMS ALLOWED**

You cannot deposit foreign items or savings bonds. You cannot deposit money orders. You may only deposit checks into accounts held by the person who the check is made payable to. For your safety, checks should be signed and endorsed "For Mobile Deposit Only at Community Bank of Parkersburg and your Signature or Business Name". You will receive notification via email on the same day the deposit is made.

**ADDITIONAL TERMS AND CONDITIONS**

Community Bank of Parkersburg Remote Deposit Anywhere Service Agreement ("Agreement") This agreement contains the terms and conditions for use of Remote Deposit Anywhere, which Community Bank of Parkersburg ("Community Bank of Parkersburg", "us" or "we") may provide to you ("you", "your", or "User"). Other agreements you have entered into with Community Bank of Parkersburg, including your Deposit Account Regulations, Rules and Disclosures, Digital Banking Terms and Conditions governing your Community Bank of Parkersburg account, are incorporated by reference and made a part of this agreement.

**SERVICE**

Remote Deposit Anywhere (RDA) is designed to allow you to make deposits to your qualifying accounts remotely, via a mobile device, by capturing and delivering the check image and associated deposit information to Community Bank.

**ACCEPTANCE OF THESE TERMS**

Your use of RDA constitutes your acceptance of this Agreement. This Agreement is subject to change. We will notify you of any material change via your mobile device, email or our website by providing a link to the revised Agreement or otherwise explaining the material change. Your continued use of RDA will indicate your acceptance of the terms and conditions of the revised Agreement.



**LIMITATIONS OF SERVICE**

When using RDA, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. RDA has qualification requirements and limitations on use, and we reserve the right to change the qualifications or limitations at any time without prior notice. We reserve the right to change, suspend or discontinue RDA, in whole or in part, or your use of RDA, in whole or in part, immediately and at any time without prior notice to you.

**ELIGIBLE ITEMS**

You agree to capture and deposit checks only as defined in Federal Reserve Regulation CC ("Reg CC"). When the image of a check transmitted to Community Bank it is converted to an Image Replacement Document for subsequent presentment and collected, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

**INELIGIBLE ITEMS**

You agree that you will not use RDA to capture and deposit any checks or other items listed below: a) Check or items payable to any person or entity other than the authorized account holders; b) Checks or items containing obvious alteration to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; c) Checks or items previously converted to a substitute check, as defined in Regulation CC; d) Checks or items draw on a financial institution located outside the United States; e) Checks or items not payable in United States Currency; f) Checks or items that are postdated or more than 6 months old; g) Checks or items prohibited by Community Bank current procedures relating to RDA or which are otherwise not acceptable under the terms of your Community Bank account; h) Traveler's Checks; i) Money Orders; j) Checks or items submitted outside the United States; k) Cash; l) Savings Bonds; m) Checks that are incomplete or mutilated; n) Checks or items stamped with a "non-negotiable" watermark; o) Any third party check, defined as any item that is made payable to another party and subsequently endorsed to you by such party (Exceptions may be made at Community Bank's discretion.) Nothing in this Agreement shall be construed as requiring Community Bank to accept any check(s) or item(s) for deposit, even if Community Bank has accepted that type of check or item previously. Nor shall Community Bank be required to identify or reject any check(s) or item(s) you may capture and deposit that fail to meet the requirements of this Agreement.

**SECURITY OF YOUR MOBILE DEVICE AND ACCOUNT INFORMATION**

You are responsible for (i) maintaining the confidentiality and security of your mobile devices, access number(s), password(s), account number(s), login information, and any other security or access information used by you to access RDA (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with RDA (collectively "Access Information"). You agree not to supply your "Access Information" to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data ("Communications") entered using the "Access Information". Any communications received through the use of the "Access Information" will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any "Access Information", including your mobile devices. We reserve the right to deny you access to RDA (or any part thereof) if we believe that any loss, theft or unauthorized use of "Access Information" has occurred.

**IMAGE QUALITY**

The image of an item transmitted to Community Bank using RDA must be legible. The image quality of items must comply with the current requirements established by the American National Standards Institute, the Board of Governors of the Federal Reserve Board, any other regulatory agency, clearing house or association or any higher standard set by us.

**ENDORSEMENTS AND PROCEDURES**

Prior to taking a photo and submitting the photo of the original check, for your safety you should endorse the back of the original check with "For Mobile Deposit Only at Community Bank of Parkersburg and your Signature or Business Name." You agree to follow any and all other procedures and instructions for use of RDA as Community Bank of Parkersburg may establish. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through RDA.

**RECEIPT OF ITEMS**

We reserve the right to reject any item transmitted through RDA, at our discretion, without liability to you. We are not responsible for items we do not receive in accordance with this Agreement or for images that are dropped during transmission. An image of an item shall be deemed received when you receive an email notification from Community Bank (support@communitybankpkbg.com) that we

have received the image. Receipt of such notification does not mean that the transmission was error free, able to be processed or complete or that the funds will be credited for that check or item.

**PRESENTMENT**

The manner in which checks and items are cleared, presented (or represented) for payment, and collected shall be in Community Bank of Parkersburg’s sole discretion as set forth in the relevant deposit account agreement governing your deposit account.

**AVAILABILITY OF FUNDS**

You agree that items transmitted using RDA are subject to the funds availability requirements of the Federal Reserve Board Regulation CC. Funds deposited using RDA will be available when we receive payment for the funds submitted. Reservation of Right to Hold: In some cases, we may not make the funds available to you when we receive payment for the funds submitted. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. Community Bank may make such funds available sooner based on such factors as credit worthiness, the length and extent of your financial relationship with us, transaction and experience information, and such other factors as we, in its sole discretion, deem relevant.

**DISPOSAL OF TRANSMITTED ITEMS**

Once your online deposit history shows that your item has been accepted, you agree to prominently mark the item as “Electronically Presented” or “VOID” and to ensure that it is not presented again for payment. You agree to destroy the check after 14 days by shredding or incineration. You agree never to present to us or any other party a check or item that has been deposited through RDA unless we notify you that the check or item will not be accepted for deposit through RDA. During the time the retained check is available, you agree to promptly provide it, or a sufficient copy of the front and back of the item to Community Bank of Parkersburg as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item for Community Bank of Parkersburg’s audit purposes.

**DEPOSIT LIMITS**

We reserve the right to impose limits on the amount(s) and/or number of deposits you transmit using RDA and to modify such limits at any time. Any deposit which exceeds the RDA’s eligible deposit limit will be rejected and must be deposited by means other than RDA.

**HARDWARE AND SOFTWARE**

In order to use RDA, you must obtain and maintain, at your expense, compatible hardware and software as specified by Community Bank of Parkersburg. Community Bank of Parkersburg is not responsible for any third-party software you may need to use RDA. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you entered into directly with the third-party software provider at time of download and installation.

**ERRORS**

You agree to notify Community Bank of any suspected errors regarding items deposited through RDA right away, and no later than 60 days after the applicable Community Bank account statement is sent. Unless you notify Community Bank within 60 days, such statement regarding all deposits made through RDA shall be deemed correct, and you are prohibited from bringing a claim against Community Bank of Parkersburg for such alleged error.

**CHANGES IN SERVICE**

We reserve the right to terminate, modify, add and remove features from RDA at any time in our sole discretion. You may reject changes by discontinuing use of RDA. Your continued use of RDA will constitute your acceptance of and agreement to such changes. Maintenance to RDA may be performed resulting in interrupted service, delays or errors in the service and we shall have no liability for any such interruptions, delays or errors.

**OWNERSHIP & LICENSE**

You agree that Community Bank of Parkersburg retains all ownership and proprietary rights in RDA, associated content, technology and website(s). Your use of RDA is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use RDA. Without limiting the restriction of the foregoing, you may not use RDA (i) in any anti-competitive manner, (ii) for any purchase which would be contrary to Community Bank of Parkersburg’s business interest, or (iii) to Community Bank of Parkersburg’s actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide RDA.

**DISCLAIMER OF WARRANTIES**

You agree your use of RDA and all information and content (including that of third parties) is at your risk and is provided on an “as is” and “as available” basis. We disclaim all warranties of any kind as to the use of the service, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the service (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from RDA will be accurate or reliable, and (iv) any errors in the service or technology will be corrected.

**LIMITATION OF LIABILITY**

You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other losses resulting from the use of the inability to use the service incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of this service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Community Bank of Parkersburg has been informed of the possibility thereof.

**USER WARRANTIES AND INDEMNIFICATION**

You warrant to Community Bank that: a) You will only transmit eligible checks and items that you are entitled to endorse and all checks and items will include all signatures required for their negotiation; b) Images will meet Community Bank of Parkersburg’s image quality standards; c) You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party; d) All information you provide to Community Bank of Parkersburg is accurate, true, and accurately reflects the front and back of the check or item at the time the image was captured; e) You will comply with this Agreement and all applicable rules, laws and regulations; f) You will use RDA only for your own deposits and will not allow the use of RDA by way of the service bureau business, timesharing, or otherwise disclose or allow use of RDA by or for the benefit of any third party. You agree to indemnify and hold Community Bank of Parkersburg harmless for all losses, damages and expenses, including reasonable attorney fees, resulting from your wrongful act or omissions, breach of any provision of this Agreement, breach of any applicable law or regulation, negligence or willful misconduct.

**TERMINATION OR REFUSAL BY US**

We reserve the right to refuse to honor an instruction or suspend or terminate RDA, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information; (b) we believe RDA is not being used for its intended, bona fide and lawful purposes under this Agreement or any other agreement you have with Community Bank of Parkersburg; (c) we have reason to believe RDA is being used in an anti-competitive manner or contrary to Community Bank of Parkersburg’s business interest; or (d) your account is closed or access to your account is restricted for any reason. Termination will not affect your liability or obligations under this Agreement or any other agreements you have with us.

**GOVERNING LAW**

Except to the extent superseded by Federal law, the provision of services shall be governed by the laws of the state of West Virginia.

**WAIVER OF JURY TRIAL**

You and Community Bank waive all rights to trial by jury in any litigation or other proceeding arising out of or relating to this agreement or the service.

**THIRD PARTY BENEFICIARY**

You agree that our third-party service providers may rely upon the provisions of this Agreement, including its disclaimer of warranties and any limitations of liability and that such Third-Party RDA Providers are, for the purpose of this Agreement, third party beneficiaries to this Agreement with the power to enforce this Agreement.

**OTHER TERMS**

You may not assign this Agreement. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. We encourage you to print and save a copy of this Agreement for your records.

**BILL PAY TERMS AND CONDITIONS****Community Bank of Parkersburg's Bill Pay (Online Bill Pay) Addendum to Digital Banking Agreement**

This is an addendum (Addendum) to your Digital Banking Agreement (Agreement) and sets forth additional terms and conditions for use of the Community Bank of Parkersburg's Bill Pay Services. The Agreement remains in effect except whereby modified by this addendum.

You may use Community Bank of Parkersburg's (Bank) bill pay service to direct the Bank to make payments from your designated checking account to the Payees you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account.

**DESCRIPTION OF SERVICES**

Through the Bill Pay Service, you may make single or recurring payments from your designated checking account. You may create an unlimited number of Bill Pay payees (payee or payees) within the United States (including United States Territories and APO/AEO). Certain payees may be prohibited from time to time. We may refuse the designation of a payee for any reason.

**FEES AND CHARGES**

Commercial Cash Management features are billed per individual proposal

**BILL PAY PROCESS**

You must have sufficient, available funds, in your designated checking account for each bill pay on the day we process the payment (Process Date). Funds verification is completed twice a day at 8am and at 3pm ET, Monday through Friday; these times are controlled by the Bank and subject to change. Payments are processed after the 3pm ET funds verification process. Scheduled payments that do not have sufficient funds will not process at the scheduled time. The system may automatically retry the payment(s) up to nine additional times. If funds are still not available, the payment will be cancelled. If a scheduled bill payment is rejected, you must reschedule the bill payment; it will not be rescheduled for you. Any changes or cancellations of scheduled bill payments should be made the day prior to the scheduled Process Date.

**REGULAR PAYMENTS**

Payments are made in the manner available for each payee by multiple methods: electronic, check or virtual card. If your payee establishes new electronic payment relationships or discontinues them, your payment processing method may be impacted. A check payment may start processing electronically or vice versa, depending on the payee.

- **Electronic** - Most payments are made by electronic transmission. These payments are deducted from your designated checking account on the Process Date
- **Check** - The funds for these types of payments will be deducted from your designated checking account when the check clears once the Payee has received and posted it
- **Virtual Card** - A virtual card is a single-use, pre-paid card used to send funds to a payee. Because the card is single-use, you will not recognize card numbers in payment confirmations you may receive from payees. Payments are made securely by Visa, Mastercard, or Discover. The single-use cards are not tied to your account.

**PAY A PERSON**

The funds for these types of payments are deducted from your designated checking account on the Process Date if the payment option of Direct Deposit is chosen. Funds for payments made by check from your designated checking account will be deducted when the check clears. If a payment is processed using the recipients email address, the recipient will have 9 days to complete the payment process in order to receive payment. Once the recipient completes the payment process the funds will be deducted from your designated checking account on the Process Date.

**SINGLE PAYMENTS**

A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payments Process Date, provided the payment is submitted prior to the daily cut-off time on that date. A single payment submitted after the cut-off time on the designated Process Date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payments Process Date, the payment will be processed on the first business day following the designated Process Date.

**RECURRING PAYMENTS**

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a Process Date is calculated for the next occurrence of the payment. If the calculated Process Date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payments Pay Before option is selected, the Process Date for the new occurrence of the payment is adjusted to the first business date prior to the calculated Process Date
- If the recurring payments Pay After option is selected, the Process Date for the new occurrence of the payment is adjusted to the first business date after the calculated Process Date
- If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated Process Date, then the last calendar day of that month is used as the calculated Process Date

For all payment options, the system will calculate the Estimated Arrival Date of your payment. ***This is only an estimate, so please allow ample time for your payments to reach your Payees.***

**LIMITS**

Bill Pay limits are established by the Bank and are subject to change at any given time.

**YOUR OBLIGATIONS**

You must supply the correct payee name and address and the name of the individual being billed as well as the account number as it appears on the payee's record.

You must allow sufficient time for the payee to receive the payment before the payment due date, excluding grace periods. If you do not allow sufficient time for a payment, you assume full responsibility for all late fees, finance charges and any other actions against you initiated by a payee. The U.S. Postal Service controls the delivery date and the merchant controls the actual posting date. We cannot guarantee that payments will be delivered and posted within any given period or by any date or time.

**PROBLEMS, INQUIRIES AND CONTACT INFORMATION IN EVENT OF UNAUTHORIZED TRANSFER**

Community Bank representatives will be available to assist you Monday through Thursday, from 8:30 a.m. to 4:30 p.m. and on Fridays from 8:30 am to 5:00 p.m. You can contact us by email at [support@communitybankpkbg.com](mailto:support@communitybankpkbg.com) or by calling 304-485-7991 with any questions or problems you may have regarding Bill Pay services.

If you believe your account number, user name and/or password has been lost, stolen or compromised or that someone has transferred or may transfer money from your account without your permission, call the above phone number.

**NOTICE OF LIABILITY**

Tell us **AT ONCE** if you believe your password has been lost or stolen. Telephoning is the best way of keeping your possible losses down.

(This paragraph applies only to Consumer Accounts.) You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your password without your permission. If you do **NOT** tell us within two (2) business days after you learn of the loss, and we can prove that we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00.

If your statement shows transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (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 period. If you believe that your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write Community Bank of Parkersburg.

You may contact us at 304.485.7991 or at Community Bank of Parkersburg, 631 Juliana St, Parkersburg WV 26101.

**LIABILITY FOR FAILURE TO MAKE PAYMENTS**

We are responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated payee based on the circumstances outlined above. Without liability, we may not effect a transaction if we are unable to obtain authentication of such transaction satisfactory to us, if there is any inconsistency between a transaction and information

previously supplied to us, if such transaction is not initiated in conformity with the terms of this addendum, if we reasonably believe that execution of the transaction might result in an unauthorized or erroneous transfer of funds or might otherwise cause us to suffer a loss.

We are not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information. We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with Bill Pay. We do not and cannot warrant that the Bill Pay Service will operate without error, or that the Bill Pay Service will be available at all times. Except as specifically provided in this addendum, or otherwise required by law, you agree that we and our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of your use of Bill Pay Service, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

**We will not be liable if we do not make a transfer/bill pay on time or in the correct amount for any of the following reasons:**

- You have not properly followed the instructions on how to make a bill payment contained in this addendum
- Your computer, the phone lines or our computer systems were not working properly or were temporarily unavailable, and the problem should have been apparent to you when you attempted the bill payment
- We have placed a hold on funds in your account with your knowledge or in accordance with reasonable business procedures
- We have received incomplete or inaccurate information from you or a third party involving the account or payment
- A court order such as a garnishment or other legal process prevents us from making a payment
- We have a reasonable basis for believing that unauthorized use of your account number, user name and/or password or designated account has occurred or may be occurring or if you default under this Addendum
- The Electronic Services Agreement or any other agreement with us, or if we or you terminate the Agreement or this addendum
- If, through no fault of ours, you do not have enough money in your account to make the transfer or payment
- If the payment would go over the amount available through an active Sweep Overdraft Protection agreement
- A payee mishandles or causes delays in handling payments sent by us
- If the estimated time for delivery of payment to the payee is inaccurate
- For delays in mail delivery
- Due to change of payees address or your account number with the payee
- Due to failure of the payee to apply the payment in a timely manner
- You have not provided us with the correct payee name, address, account information, or payment amount
- If you or anyone authorized by you commits fraud or violates any law or regulations
- Circumstances beyond our control prevent the proper completion of the transaction despite reasonable precautions by us to avoid these circumstances. Such circumstances include, but are not limited to, fire, flood, delay in U.S. Mail, interruption in your electrical power or telephone, the disconnection of your telephone line by your local telephone company or from deficiencies in your line quality, or any defect or malfunction of your PC, operating software, modem, or telephone line

(This paragraph applies only to Consumer Accounts.) If we do not make a transfer on time or in the correct amount according to your instructions given in accordance with this addendum, and the reason for this is not one of the reasons set out in the bullets immediately above, we will be liable for your losses or damages.

**DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

We will disclose information to third parties about your account or the Transactions you make:

- When it is necessary for completing transactions
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- In the course of making reports or returns required by federal or state law, to comply with any government agency, court order, or applicable law and to our supervisory agency
- As permitted by applicable state law
- As permitted by federal law, including the Right to Financial Privacy Act and the Fair Credit Reporting Act
- As described in any Privacy Notice we give you from time to time

**AMENDMENT**

Community Bank of Parkersburg has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on the Banks records, by posting notice in branches of Community Bank of Parkersburg, or as otherwise permitted by law.

**TERMINATION**

Community Bank of Parkersburg has the right to terminate this agreement at any time.

You may terminate this agreement by written notice to Community Bank of Parkersburg, P.O. Box 988, Parkersburg, WV 26101-0988.

Community Bank of Parkersburg is not responsible for any fixed payment made before the Bank has a reasonable opportunity to act on your termination notice.

You remain obligated for any payments made by Community Bank of Parkersburg on your behalf.

**MY FINANCE AGREEMENT**

This My Finance Service Agreement (the "Agreement") sets forth the terms and conditions that apply to your access and use of the online financial management tool (the "Service"), provided by a third-party vendor Geezeo, a subsidiary of Jack Henry & Associates, that is made available as a self-help resource for your independent use. By using this Service, you agree to be bound by the terms and conditions of this Agreement and Community Bank of Parkersburg's Website Privacy Policy, as they may be amended in the future. In providing this Service, Community Bank of Parkersburg (Bank) does not in any way, guarantee the accuracy or applicability of the Service to your individual circumstances. The Bank encourages you to seek personalized advice from qualified financial advisors or other professionals concerning all financial matters.

**YOUR RESPONSIBILITIES****PROVIDE ACCURATE INFORMATION**

You, the end user, agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other financial institutions and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

**PROPRIETARY RIGHTS**

You are permitted to use content delivered to you through the Service only on the Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the Service technology, including but not limited to, any Java applets associated with the Service.

**PROHIBITED ACTIVITIES**

In using this Service, you agree not to:

- Misrepresent your identity in any way;
- Violate or attempt to violate the security of the Bank's website (the "Website");
- Send or otherwise transmit to, or through, this Service or Website any unlawful, infringing, harmful, inappropriate, or otherwise objectionable material of any kind, any material that can cause harm or delay to this Service or Website, and any unsolicited advertising, solicitation, or promotional materials;
- Reverse engineer, disassemble, or decompile any section or technology of this Service or Website;
- Launch or use any automated system, including without limitation "robots," "spiders," or "offline readers," that access this Site in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser;
- Send or otherwise transmit to, or through, this Service or Website any unsolicited messages, spam, or "phishing" messages, or messages marketing or advertising goods and services; or
- Violate any applicable laws or regulations, or these terms and conditions

**THE RIGHTS YOU GRANT TO US****CONTENT YOU PROVIDE**

You are licensing to Community Bank of Parkersburg and its service providers, including Geezeo, any information, data, passwords, materials or other content you provide through or to the Service. Community Bank of Parkersburg and Geezeo may use, modify, display, distribute and create new material using such Content to provide the Service to you. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Community Bank of Parkersburg and Geezeo may use the Content for the purposes set out above. As between Community Bank of Parkersburg and Geezeo, Community Bank of Parkersburg owns your confidential account information.

**THIRD PARTY ACCOUNTS; LIMITED POWER OF ATTORNEY**

By using the Service, you authorize the Bank and Geezeo to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant the Bank and Geezeo, a limited power of attorney, and you hereby appoint Community Bank of Parkersburg and Geezeo as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place and stead, in any and all capacities, to access third party Internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE



THAT WHEN COMMUNITY BANK OF PARKERSBURG OR GEEZEO ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, COMMUNITY BANK OF PARKERSBURG AND GEEZEO ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OF OR ON BEHALF OF THE THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the Service is not endorsed or sponsored by any third-party account providers accessible through the Service.

**DISCLAIMER OF WARRANTIES.**

BECAUSE OF THE POSSIBILITY OF HUMAN OR MECHANICAL ERROR AS WELL AS OTHER FACTORS, YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SERVICE. COMMUNITY BANK OF PARKERSBURG AND GEEZEO EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, OR FITNESS FOR ANY PARTICULAR PURPOSE. COMMUNITY BANK OF PARKERSBURG AND GEEZEO MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS OR (v) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMMUNITY BANK OF PARKERSBURG OR GEEZEO THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. NOTHING HEREIN SHALL BE CONSTRUED AS LIMITING OR REDUCING COMMUNITY BANK OF PARKERSBURG'S RESPONSIBILITIES AND OBLIGATIONS TO CLIENTS IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.

**LIMITATION OF LIABILITY**

YOU AGREE THAT NEITHER COMMUNITY BANK OF PARKERSBURG, GEEZEO NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY LOSS, PROPERTY DAMAGE, OR BODILY INJURY IN CONNECTION WITH ACCESS TO, OR USE OF, THE SERVICE. UNDER NO CIRCUMSTANCES WILL COMMUNITY BANK OF PARKERSBURG, GEEZEO NOR ANY OF THEIR AFFILIATES BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF COMMUNITY BANK OF PARKERSBURG OR GEEZEO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE SERVICE.

**INDEMNIFICATION**

You agree to defend, indemnify, hold harmless, and fully compensate Community Bank of Parkersburg and Geezeo, their affiliates, and their respective directors, officers, employees, and agents, from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of the Service, your violation of these terms and conditions, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone, including such violation or misuses conducted by your employee or agent, if applicable. You agree that Geezeo is a third-party beneficiary of the above provisions, with all rights to enforce such provisions as if Geezeo were a party to this Agreement.

**ENFORCEABILITY AND GOVERNING LAW**

In the event that any of the terms or provisions of these Terms and Conditions shall be held to be unenforceable, the remaining terms and provisions shall remain in full force and effect. These Terms and Conditions shall be subject to any other agreements you have entered into with Community Bank of Parkersburg. The laws of the State of West Virginia govern the user's access to and use of the Community Bank of Parkersburg website and this Agreement.

**GENERAL TERMS OF USE AND PRIVACY POLICY**

The primary licensor for Community Bank of Parkersburg's online and/or mobile banking service you are using (the "Service") is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our Service, you hereby agree as follows:

(i) General. The Provider is not the provider of any of the financial services available to you through the Service, and the Provider is not responsible for any of the materials, information, products or services made available to you through the Service. (ii) Provider Privacy Policy. Provider may access personal information while you use the Service. Provider may access records held by your financial institution for such information as your phone number, home address or email address. Provider will use this contact information to alert you about Service-related events or actions that require your attention. If you grant permission to use phone information, Provider will use the phone number to pre-populate forms that expect a personal phone number for contacting. If you grant permission to use your device's location, Provider will use the data when checking for nearby branch and ATM locations. If you grant permission to use access photos, media or other files stored on your device, Provider will use that information to add an image to a transaction and add a photo to your profile. If you grant permission to use a camera, Provider will use it when taking a picture to add an image to a transaction or to capture images of a check that is being deposited or to add a photo to your profile. In addition to this Provider Privacy Policy, your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services and products, including such information that may be gathered through use of this Service, such as the "Account Information" and "Registration Information" described below. A copy of that privacy policy is available from your financial institution. (iii) Source of Information. The Service, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account information may be more complete or up to date when obtained directly from the third-party sites. (iv) Your responsibility for Information. You are responsible for providing Provider with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the Service is able to access Account Information. If you become aware of any unauthorized use of your registration Information, you should notify your financial institution immediately. (v) Rights You Grant to Provider. By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to Provider through the Service, you are voluntarily supplying that content to Provider for the purpose of providing the Service to you. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the Service, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the Service, you will be directly connected to the website for the third party you have identified. Provider will submit information including user names and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks. (vi) Consent to Use of Data. You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Service. Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies. (vii) Disclaimer of Warranty. THE SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN

WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. (viii) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR

OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(ix) Google Analytics. To assist Provider in maintaining and improving this application, Provider uses Google Analytics to gather information about usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use, and how they found the Service. Google Analytics does not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information. The information helps Provider improve the performance of this Service for you. For more information on Google's use of the data, please see the website "How Google uses data when you use our partners' sites or apps" located at <http://www.google.com/policies/privacy/partners/>. (x) Miscellaneous. This End User Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Iowa, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this End User Agreement are subject to the exclusive jurisdiction of the courts of Iowa and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are and will be in the English language. The application of the United Nations

Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.