

TERMS AND CONDITIONS

Community Bank's Bill Pay (Online Bill Pay) Addendum to Internet Banking Agreement

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

You may use Community Bank's ("Bank") bill paying 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). Each payee must be included on the payee list you create. Certain payees may be prohibited from time to time. We may refuse the designation of a payee for any reason.

Fees and Charges

- A monthly fee of \$5.95 may be assessed for bill payment customers.
- Pay a Person fee is .50 cents per payment.
- Commercial Cash Management features are billed per individual proposal

The Bill Paying Process

You must have sufficient, available funds, in your designated checking account for each bill payment on the day we process the payment ("Process Date"). Funds verification is processed 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 will 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 two methods: payments sent to payees electronically are identified as "Electronic" and those mailed by check are identified as "Check".

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.

Special Payments:

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 recipient's 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 and Recurring Payments

Single Payments – A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's 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 payment's 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 payment's "**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 payment's "**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.

Note: 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.

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 payment 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 4:00 p.m. and on Friday's from 8:30 am to 5:00 p.m. You can contact us by e-mail at billpay@communitybankpkg.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.

Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your account number, user name and/or password has been lost, stolen or compromised, or that someone to whom you have granted authority to use your account number, user name and/or password has exceeded such authority or if someone has transferred or may transfer money from your accounts without your permission.

(This paragraph applies only to Consumer Accounts) If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your account number, user name and/or password without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your account number and/or password, and we can prove it we could have stopped someone from using your account number and/or password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed 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 good reasons (such as long trips or a hospital stay) kept you from telling us, we will extend the time periods to a reasonable limit.

Errors or Questions About Your Electronic Transactions

If you think your statement is wrong or if you need more information about a transfer listed on the statement, please contact Community Bank as soon as possible as described under **Problems, Inquiries** above. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- 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.
- If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

(This paragraph applies only to Consumer Accounts) We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our

investigation.

Liability for Failure to 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 on time or in the correct amount if:

1. You have not properly followed the instructions on how to make a bill payment contained in this addendum
2. 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
3. We have placed a "hold" on funds in your account with your knowledge or in accordance with reasonable business procedures
4. We have received incomplete or inaccurate information from you or a third party involving the account or payment
5. A court order such as a garnishment or other legal process prevents us from making a payment
6. 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
7. If, through no fault of ours, you do not have enough money in your account to make the transfer or payment
8. If the payment would go over the amount available through an active Sweep Overdraft Protection agreement.
9. A payee mishandles or causes delays in handling payments sent by us
10. If the estimated time for delivery of payment to the payee is inaccurate
11. For delays in mail delivery
12. Due to change of payee's address or your account number with the payee
13. Due to failure of the payee to apply the payment in a timely manner
14. You have not provided us with the correct payee name, address, account information, or payment amount
15. 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 bullets 1-15 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 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 Bank's records, by posting notice in branches of Community Bank, or as otherwise permitted by law.

Termination

- Community Bank has the right to terminate this agreement at any time.
- You may terminate this agreement by written notice to Community Bank, P.O. Box 988, Parkersburg, WV 26101-0988.
- Community Bank 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 on your behalf.