

FINANCE SERVICE AGREEMENT

This 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”) 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’s Website Privacy Policy, as they may be amended in the future.

In providing this Service, Community Bank does not in any way, guarantee the accuracy or applicability of the Service to your individual circumstances. Community Bank encourages you to seek personalized advice from qualified financial advisors or other professionals concerning all financial matters.

1. Your Responsibilities

1.1. Provide Accurate Information.

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

1.2. 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.

1.3. Prohibited Activities.

In using this Service, you agree not to:

- (a) Misrepresent your identity in any way;
- (b) Violate or attempt to violate the security of Community Bank’s website (the “Website”);
- (c) 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;
- (d) Reverse engineer, disassemble, or decompile any section or technology of this Service or Website;
- (e) 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;
- (f) 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
- (g) Violate any applicable laws or regulations, or these terms and conditions.

2. The Rights You Grant to Us

2.1. Content You Provide.

You are licensing to Community Bank and its service providers, including Geezeo, any information, data, passwords, materials or other content you provide through or to the Service. Community Bank 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 and Geezeo may use the Content for the purposes set out above. As between Community Bank and Geezeo, Community Bank owns your confidential account information.

2.2. Third Party Accounts; Limited Power of Attorney.

By using the Service, you authorize Community 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 Community Bank and Geezeo, a limited power of attorney, and you hereby appoint Community Bank 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 OR GEEZEO ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, COMMUNITY BANK 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.

2.3. 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 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 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 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'S RESPONSIBILITIES AND OBLIGATIONS TO CLIENTS IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.

2.4. LIMITATION OF LIABILITY.

YOU AGREE THAT NEITHER COMMUNITY BANK, 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, 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 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.

2.5. Indemnification.

You agree to defend, indemnify, hold harmless, and fully compensate Community Bank 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.

3. 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. The laws of the State of West Virginia govern the user's access to and use of the Community Bank website and this Agreement.