

## **ONLINE BANKING AGREEMENT AND DISCLOSURE**

This Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of Online Banking ("Service"). It also describes the rights and obligations of Harrison County Bank ("Bank"). Please read this Agreement carefully. By requesting and using this Service, you agree to comply with the terms and conditions of this Agreement. In addition to this Agreement, you agree to be bound by and will comply with the requirements in the Truth in Savings Disclosure, the Schedule of Fees, the Funds Availability Policy, the Electronic Funds Transfer Notice (all received when deposit account was opened), the Bank's Rules and Regulations, the Rules and Regulations of any funds transfer system to which the Bank belongs and applicable state and federal laws and regulations. If there is a conflict between the Agreement and any initial disclosures you received when you opened your account(s), this Agreement will control.

### **I. ELECTRONIC DELIVERY OF DISCLOSURES**

By accepting the terms of this Agreement, you certify that you are able and willing to accept disclosures and/or documents electronically.

### **II. Definitions**

- A. The following definitions apply in this Agreement:
- B. "Authorized Representative" refers to a person with authority (with respect to the account);
- C. "Bill Payment" is the online service that enables the scheduling of bill payments using a personal computer;
- D. "ISP" refers to your Internet Service Provider;
- E. "Online Banking" is the internet-based service providing access to your Bank account(s);
- F. "Online Account" means the Bank account from which you will be conducting transactions using the Service;
- G. "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
- H. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
- I. "Time of day" references are to Eastern Standard Time;
- J. "User ID" is the identification code selected by you and assigned to you for your connection to the Service;
- K. "We", "us", or "Bank" refer to Harrison County Bank which offers the Service and which holds the accounts accessed by the Service; and
- L. "You" or "your" refers to the owner of the account or the authorized representative.

### **III. Access to the Service**

- A. Harrison County Bank will provide instructions on how to use the Online Banking Service. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your Password and your User ID. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Service may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.
- B. For purposes of transactions, the Bank's business days are Monday through Friday, excluding Federal holidays (unless otherwise posted). All Online Banking transaction requests made during regular bank hours are real time. All transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day.

### **IV. Banking Transactions with Online Banking**

#### **A. Account Access**

You may access Harrison County Bank personal accounts online.

#### **B. Transfer of Funds**

In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts, statement savings accounts, and money market accounts. Note: Funds are available according to the funds availability policy you received when you opened your account.

B1. Accounts that require two or more signatures are not eligible for Online Banking or transfer of funds.

B2. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer funds until the hold expires or is deleted by the bank.

B3. NOTE: Transfers from statement savings and money market accounts are limited by federal law to six (6) per month including telephone, automatic transfers, and computer transfer.

#### **C. Additional Services**

New services may be introduced for Online Banking from time to time. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

### **V. Schedule of Fees**

- A. The Bank offers the benefits and convenience of the Online Banking Service free to home users.
- B. Stop payment, overdraft or NSF fees may apply.

#### **VI. Statements**

You will continue to receive your regular account statements.

#### **VII. Use of Your Security Password**

- A. You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:
- B. Do not give out your account information, Password, or User ID;
- C. Do not leave your PC unattended while you are in the Bank's Online Banking Site;
- D. Never leave your account information within sight of others; and
- E. Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.
- F. If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank immediately at (304)745-3342 between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. Telephoning the Bank is the best way of minimizing your losses and liability.
- G. If you believe your Password has been lost or stolen, please use the Password change feature within the Online Banking section of the Web site to immediately change your Password.

#### **VIII. Electronic Mail (E-mail)**

Sending E-mail is a very good way to communicate with the Bank regarding your accounts or the Service. However, your e-mail is actually sent via your own software and, as a result, **is not secure**. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail to the Bank. You cannot use email to initiate the Service transactions. All such transactions must be initiated using the appropriate functions within the Online Banking site. The Bank will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

#### **IX. Linked Accounts**

All accounts with the Bank that you enroll in a service will be linked by the tax identification numbers of the persons authorized to access the account. The linked accounts will appear together without regard to the ownership of the accounts. For example, if an authorized user of a linked account accesses the Service, that authorized user will be able to view and access all accounts.

#### **X. Business Accounts**

All online availability of business accounts will be at the sole discretion of the Bank.

#### **XI. Termination**

##### **A. Termination for Cause**

We may immediately terminate your electronic banking privileges (including the Bill Payment Service) without notice to you under the following circumstances:

- A1. you do not pay any fee required by this Agreement when due or
- A2. you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing or
- A3. inactivity or
- A4. marital separation or divorce involving joint account holders.
- A5. We will promptly notify you if we terminate this Agreement or your use of the Service for any other reason.

##### **B. Termination for Convenience**

To terminate this Agreement, you must notify the Bank and provide your name, address, the Service you are discontinuing, and the termination date of the Service. Note: Bill Payment is also terminated with the discontinuation of the Service. Any prescheduled bill payments will also be terminated. You may notify the Bank by one of the following methods:

- B1. By calling (304)745-3342 or
- B2. By writing a letter and either sending it to the following address:  
Harrison County Bank  
PO Box 98  
Lost Creek, WV 26385, or
- B3. Giving it to a Customer Service Representative at any branch of Harrison County Bank.

#### **XII. Electronic Fund Transfer Provisions For Consumers**

##### **A. Applicability**

These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.

## **B. Liability for unauthorized use**

The following determines your liability for any unauthorized EFT or any series of related unauthorized EFT's:

B1. If you notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less.

B2. If you fail to notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of;

a) \$500.00 or

b) the total of \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; or

c) the total of authorized EFTs which occur during the two (2) days before notification to the Bank, provided the Bank establishes that these EFTs would not have occurred had the Bank been notified within that two-day period.

If your statement shows transfers 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 a hospital stay) kept you from telling us, we will extend the time periods. 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 to us at the address below. You may also be liable for the amounts as described in sections B1 and B2 above. You may notify the Bank by telephone or writing.

### **Telephone Numbers and Addresses**

In case of errors or questions regarding an Online Banking transaction

a) call (304) 745-3342 or

b) write us at:

Harrison County Bank

PO Box 98

Lost Creek, WV 26385

## **C. ERROR RESOLUTION NOTICE**

In Case of Errors or Questions About Your Electronic Transfers: Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

C1. Tell us your name and account number (if any).

C2. 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.

C3. Tell us the dollar amount of the suspected error.

C4. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. 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.

C5. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question and up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three 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.

## **XIII. Liability**

### **A. Our Liability**

This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking accounts. Unless otherwise required by applicable law, we are only responsible for performing the Service as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence. We will not be liable to you in the following instances:

A1. If through no fault of the Bank, you do not have enough money in your account to make the transfer.

A2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.

A3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.

A4. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.

A5. If your transfer authorization terminates by operation of law.

A6. If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.

- A7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
- A8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- A9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.
- A10. IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

#### **B. Indemnification**

You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking account.

#### **C. Third Parties**

We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Internet Explorer browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking account.

#### **D. Virus Protection**

The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

#### **E. Links to other Sites**

Information that the Bank publishes on the World Wide Web may contain links to other sites and third parties may establish links to the Bank's site. The Bank makes no representations about any other web site that you may access to, from or through this site. Unless expressly stated in writing, the Bank does not endorse the products or services offered by any company or person linked to this site nor is the Bank responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

### **XIV. General Terms and Conditions**

#### **A. Bank Agreements**

In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Banking accounts. **Your use of the Service is your acknowledgment that you have received these agreements and intend to be bound by them.** You should review other disclosures including the charges that may be imposed for electronic funds transfers.

**B. Changes and Modifications** We reserve the right to change the terms described in this Agreement. When changes are made to any terms we will update this Agreement and send a notice to you at the address shown on our records. The notice will be sent at least thirty (30) days in advance of the effective date of any additional fees or on any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions unless an immediate change is necessary to maintain the security of the Service. If such a change is made, and it can be disclosed without jeopardizing the security of the Service, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline the change by continuing or discontinuing the accounts or Service to which these changes relate. We also reserve the option, at our discretion, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Fee Schedule.

#### **C. Assignment**

We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

#### **D. Notices**

Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

#### **E. Disclosure of Information**

We will only disclose information to third parties about your account or transfers you make under the following circumstances:

- E1. where it is necessary for the provision of the Service and for completing transfers;
- E2. in order to comply with government or court orders, or other reporting requirements;
- E3. if you give us your permission;

#### **F. Governing Law**

This Agreement is governed by the laws of the State of West Virginia and applicable federal law.