

**ONLINE BANKING AGREEMENT AND DISCLOSURE**

Financial Institution Name and Address

**Financial Institution Contact Information:**

Phone Number:

Email address:

Agreement Date:

The Online Banking Agreement ("Agreement") governs the use of our Online Banking services, including the optional \_\_\_\_\_ service if available, and serves as the agreement between you and \_\_\_\_\_. It is important that you read and understand the terms and conditions provided in this Agreement before you indicate your acceptance. Your continued use of the Online Banking service will indicate your acceptance of any subsequent amendment to this Agreement that we may provide to you from time to time. The Agreement amendments, notices, periodic statements and other communications may be provided to you in electronic format if you have authorized that format of delivery. If you have any questions about this Agreement, contact us at \_\_\_\_\_ prior to acceptance.

**DEFINITIONS.** The terms "you" and "your" refer to the Authorized User who is entering into this Agreement. The term "Authorized User" refers to any and all individuals authorized by an account owner/authorized signer to access Online Banking. The terms "we", "us" and "our" refer to \_\_\_\_\_, the financial institution.

The term "Account" refers to your account or accounts with us that you have designated for Online Banking service access and that we allow to be included under this service. The type of accounts that may be designated include consumer deposit accounts, such as Checking, Statement Savings, NOW accounts and Money Market accounts, consumer loans, line of credit accounts, and mortgage accounts. You must be an account owner/authorized signer for each account that you designate, and the Accounts must permit withdrawal by a single signer.

The term "Access Information" refers to the combination of your \_\_\_\_\_ and \_\_\_\_\_ that must be used together to securely access your account information.

The term "Disclosures" refer to the regulatory disclosures that were provided to you at the time of a depository account opening, such as the Truth in Savings Disclosure, Fund Availability Disclosure, Electronic Fund Transfer Disclosure, and Privacy Disclosure, as well as any Schedule of Fees. These Disclosures still govern the Account.

The term "Business Day" refers to any day in which we are open and available to customers for the conduct of banking business, or as otherwise described in the Disclosures provided to you with your account at the time of account opening. Please refer to your Disclosures for detailed information regarding Business Days.

**SYSTEM REQUIREMENTS.** Online Banking provides you with the convenience and flexibility to perform certain banking transactions and functions for the designated Account(s) through Internet access on your personal computer. Your personal computer should have the following features for the best use of this service:

- Be an IBM- or Apple-compatible computer.
- Have a printer or sufficient memory available to save copies of retrieved documents or communications.
- Have Internet access and an Internet browser that meets the following requirements:

**SECURE ACCESS.** We will provide you with the necessary instructions, including your personal Access Information, to access Online Banking. We may also utilize uniquely identifying information to confirm your identity. It is recommended that you change your Access Information through Online Banking, or with the assistance of our Customer Service, as allowed by our security requirements. There may be additional or optional security measures instituted by us from time to time as we determine necessary to ensure the security of this service.

Subject to federal and state law, and the terms and conditions of this Agreement, you are liable for any transaction or function performed using Online Banking, whether made by yourself or someone authorized by you, using your Access Information. You agree to take all reasonable measures to protect the security of your Access Information. Please refer to the Consumer Liability section of your Electronic Fund Transfer Disclosure for our liability policy.

As a precaution, we recommend that you not send email(s) containing confidential Account information. Also, do not leave your computer while Online Banking has been accessed and close your browser completely when signing off. If you have any concerns or suspicions that an unauthorized person has gained access to your Account through Online Banking, we recommend that you change your Access Information if possible and immediately contact our Customer Service. The contact information for Customer Service for security issues is provided below.

**Customer Service for Security Issues**

Address:

Phone Number:

Business Hours:

**TRANSACTIONS AND FUNCTIONS.** The transactions and functions available through Online Banking may include, but are not limited to, the following:

- Transfer of funds between Accounts.
- Transfer of funds between Accounts on a recurring basis, such as the setting up a payment schedule when an Account is a loan or mortgage account. The loan or mortgage account must be in good standing.
- Balance inquiry on each Account.
- Review of \_\_\_\_\_ days of transaction history.
- Request or retrieve a copy of a paid check or past statement on the Account.
- Re-order checks for your Account, as applicable.
- Change the Account(s) and Access Information for your Online Banking service.
- Conduct secure email communication with us regarding your Online Banking service.
- Other:

The above transaction and function capabilities may be available, either all or in part, depending on the Account, customer type, or other Online Banking service limitations. We reserve the right to restrict the use of the Online Banking service for an account type or to impose any other limitation or restriction on the use of the service.

**TRANSACTION LIMITATIONS.** The maximum dollar amount that we permit for a one-time transfer between your Accounts is \$ \_\_\_\_\_. The maximum dollar amount that we permit for a recurring transfer between your Accounts is \$ \_\_\_\_\_. We reserve the right to amend these limits and may refuse to process any transfer request that exceeds them.

Federal regulation limits the number of checks, telephone transfers, online transfers and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six such transactions from each money market and/or savings type account(s) you have each month for purposes of making a payment to a third party or by use of a telephone or computer.

**ONLINE TRANSACTION FUNDING.** In order for us to process an Online Banking transfer request, the Account that you have designated for the debit must have sufficient funds to cover the transfer, including any overdraft protection plan coverage, and the funds must be considered available as described in our Funds Availability Policy. Please refer to your Disclosures for any nonsufficient funds fee or other fee(s) that may be assessed. We are under no obligation to you when we have been unable to complete a transfer request due to insufficient or unavailable funds, or due to other circumstances out of our control, such as a system or power failure. If we are consistently unable to complete the requested transfer due to insufficient funds in the designated debit Account, then we reserve the right to cancel the transfer request and to review your Online Banking service privileges. We also reserve the right to overdraw your Account to complete the transfer, whether or not we have overdrawn the account for a transaction in the past or continue to do so in the future, and hold you responsible for any related fees that may be assessed for the overdraft.

**EFFECTIVE TIMING OF TRANSACTIONS.** Online Banking is available for your use seven days a week, 24 hours each day, unless the system is undergoing maintenance, which may occur from time to time. The posting of Online Banking transactions depends on the time and day of the transaction. Transfers requested through Online Banking before \_\_\_\_\_ on a Business Day will post the same day and be included in the available funds for the receiving Account. Transfers requested after \_\_\_\_\_ on a Business Day, or requested on a non-Business Day, will post on the following Business Day to the receiving Account and will be considered available funds on that day.

**CANCELLING A TRANSFER.** A one-time transfer is immediate and cannot be cancelled. The deadline for cancelling a recurring transfer request is .  
If you have any questions or problems cancelling the transfer, contact our Customer Service at the phone number provided in this Agreement.

. When the checkbox is indicated, you have also applied for our bill paying service through Online Banking. If not a proprietary service, we are offering this service under a licensed agreement with ("Licensee"), which includes any sub licensor, successor, assignee, or provider of any associated hardware or software needed by the Licensee to support this service. The following provisions are specific to and are in addition to the terms and condition provided in the Agreement for Online Banking with us.

**USING** is available to you through Online Banking at any time, 24 hours a day and seven days a week unless the system is undergoing maintenance. You can access the service in the same manner as you access Online Banking, using your Access Information, and meeting any other security measures that we may institute. You must indicate the Account that is to be considered the designated account to be debited for your bill-paying activities. If using a money market account or savings account, be aware that account activity may be limited by federal regulation. See the Transaction Limitations provision of this Agreement. You must maintain sufficient available funds in the designated account to satisfy the expected payment activity. The minimum amount that can be set-up as a payment is \$ , and the maximum amount that can be set-up is \$ up to the available balance in your account on that payment date.

In order to pay bills, you will need to create a list of payees, providing the information required to log and submit your payments accurately. We require at least days as set-up time for electronic payments and at least days as set-up time for check payments to those payees that can not yet accept an electronic payment and are to receive a check through our service. If you fail to take into account our required set-up time and the payment is received by the payee after the due date, we are not responsible for any late charges or other actions that may be taken by the payee due to the late payment. Please make other payment arrangements for the due payment and set-up the next payment to that payee through our bill paying service.

We, and Licensee when indicated, assume responsibility for all reasonable efforts to process your payments through in a timely and accurate manner. We accept no liability for any damages you may incur due to insufficient or unavailable funds in the designated account that may adversely affect payment processing, any inaccuracies in the payee information supplied in regards to this payment, any mishandling or delay in posting by the payee or the payee's financial institution of account, or any system or postal delays or interruptions or any other circumstances out of our control, to the extent allowed by state and federal law and the provisions of this Agreement. Also, contact us immediately if you suspect any security breach of your sign-on and password or any unauthorized activity using this service.

**CANCELLING** . You may cancel the bill paying service at any time by contacting us by phone, fax, or in any other form or manner acceptable to us. When not cancelled in writing to us, we may require a written confirmation of the service cancellation. Be aware of any outstanding payments and make arrangements for future payments to the payees. When deleting specific payees only, you may individually delete that payee and retain the service for any remaining payees. We may cancel this Agreement at any time and terminate your access to this service and/or to Online Banking. We will take reasonable measures to reach you concerning the service cancellation, but are under no obligation to provide you such notice.

**COST OF SERVICE.** Account transaction fees as stated in the Disclosures and any Schedule of Fees provided to you remain in effect and are not eliminated or changed with the use of Online Banking. You have sole responsibility for any service fees you incur from your telephone or Internet service providers. When signing up for , a separate schedule of fees specific to will be provided.

**YOUR LIABILITY.** You are responsible for the activity performed through Online Banking using your Access Information, including any activity performed by others who use your Access Information whether or not authorized by you as disclosed in our Electronic Fund Transfer Disclosure. You also agree to review your Account activity, both online and through the periodic statements. Any questions or concerns about any activity should be directed to our Customer Service as provided in your Electronic Fund Transfer Disclosure.

You agree not to use Online Banking to conduct any activity that is illicit or illegal. You agree to comply with all applicable federal and state laws, NACHA Operating Rules, and the terms and conditions of this Agreement, and any other Account Agreement or Disclosure by reference, in regards to this Online Banking service and any transaction or functions performed using this service. In the event of a conflict between this Agreement and any other Disclosure or Agreement provided, the Account Agreement will take precedence over this Agreement.

You agree to provide and maintain the appropriate and required system hardware and software necessary to access the Online Banking service per our system and modem specifications. If you decide not to maintain such hardware and software, you may cancel the service at any time by contacting Customer Service.

**OUR LIABILITY.** We are responsible for taking all reasonable measures to ensure that the Online Banking service is available and functioning optimally, reserving the right to temporarily remove the service from access for maintenance or upgrades from time to time. We also accept responsibility to process any function or transaction requested by you through this service in a timely manner when submitted within the terms and conditions of this Agreement.

We will provide you with the system and modem specifications for this service and of any amendments as they occur from time to time. We accept no responsibility, and you agree to hold us harmless, for any delay or inaccuracy of any transaction or function information due to an interruption or loss of communications in the service provided by your Internet or browser provider, or your system hardware or software, to the extent allowed by state and federal law. We also accept no responsibility, and you agree to hold us harmless, for any system virus or other system problem attributable to the Online Banking service or to your Internet service provider.

**CANCELLING SERVICE.** You may cancel Online Banking service at any time by contacting our Customer Service in a form and manner acceptable to us. We reserve the right to refuse your application for Online Banking if your account is not in good standing, and to suspend, restrict or cancel your authorization to use this service, at any time, at our discretion. If service is reinstated, this Agreement will remain in effect.

**GOVERNING LAW.** The terms and conditions of this Agreement are subject to and governed by the applicable state and federal law. The Accounts designated for access through Online Banking continue to be governed under the Agreement and Disclosures provided to you for each account. Changes in these laws may change the terms and conditions of this Agreement or of the Agreements and Disclosures of one or more of the Accounts. We will notify you of any changes as required by law.

**SEVERABILITY.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**ASSIGNABILITY.** We may assign our rights and duties under this Agreement to an affiliate or successor. You may not assign your rights and duties under this Agreement at any time.

**NO WAIVER.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege under this Agreement shall effect or preclude our future exercise of that right, remedy, power or privilege.

**ACKNOWLEDGMENT.** I/We have read and understood the above provisions of the Online Banking Agreement and Disclosure and agree to be bound by its terms.

By X \_\_\_\_\_  
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