

## TERMS OF SERVICE – ONLINE BANKING

Last updated June 1, 2018

**The Service.** In consideration of the MCNB Online Banking Service (“MCNB iBank”) to be provided by MCNB Bank and Trust Co. (“we”, “us”, “our”, and “the bank”), as described from time to time in information distributed by MCNB Bank and Trust Co. to its customers. In this agreement, “you” and “your” refers to the person(s) subscribing to or using MCNB iBank. The Customer may use a Personal Computer (“PC”) through an internet connection to obtain account balances and transaction information. The Customer may also use a PC to obtain statements on accounts and to transfer money between accounts.

**Payment of Fees.** Any fees for MCNB iBank shall be payable in accordance with a schedule of charges as established and amended by the bank. Charges shall be automatically deducted from your account, and we shall provide to you monthly notice of such debit(s) on your account statement.

**User Code and Password.** Each individual who has access to MCNB iBank, including each individual named on joint accounts, must designate a user code. The user code must be a minimum of six (6) up to a maximum of nineteen (19) characters. Characters used in your user code are case-sensitive, so an “M” is not the same as “m”. The password must be a minimum of eight (8) up to a maximum of seventeen (17) alphanumeric characters, which must consist of at least one (1) uppercase alpha (A,B,C) character, one (1) lowercase alpha (a,b,c) character, and one (1) numeric (1,2,3) characters. Special (%,!,#) characters may also be used. For example, your password may be: aBc!2dEfgH. You will be required to change this password at least once every six (6) months for increased security.

**Verified Website.** As an added layer of security, MCNB’s online banking website includes an extended validation (EV) certificate. Once you enter your Access ID and press “Login”, the website address field (URL) turns green. This indicates that you are on a secure, encrypted site. Also, the address field will indicate the owner of the certificate – in this case, our online banking vendor – Fiserv, Inc. When you see this, you can be assured that you are on the correct website and that your information is protected.

**Equipment.** You are solely responsible for your own equipment to access MCNB iBank including, but not limited to, the PC, internet access, and appropriate browser software. We are not responsible for errors, delays, or inability to access MCNB iBank caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with MCNB iBank, nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

**Hours of Operation / Cut-off Times.** MCNB iBank is available 24 hours a day, seven days a week (except during maintenance periods), for inquiries, stop payments, and transfers. The cut-off time each day for MCNB iBank is 6:00 p.m. EST. The cut-off time each business day (Monday through Friday) for branch banking varies by location schedule.

**Electronic Mail (E-mail).** We may not immediately receive any e-mail you send to us. We have a reasonable opportunity to take action or respond to e-mail requests. You CANNOT use e-mail to transfer funds or report unauthorized transactions or unauthorized use of your user code or password. You MUST notify us at the phone number or address listed in this Agreement to report unauthorized transactions or unauthorized use of your user code and/or password.

**Authorization to Obtain Information.** You agree that we may obtain/review your credit report from a credit bureau or similar entity.

**Bank Liability for Failure to Complete Transactions.** If we do not complete a transaction to or from your account on time or in the correct amount according to this agreement, we may be liable for some losses or damages. However, there are the following exceptions. We will not be liable:

- if, through no fault of the bank, you do not have enough money in an account to complete the transaction;
- if the money in your account is subject to legal process or other encumbrances restricting the transaction;
- if the system was not working properly when you started the transaction;

- if circumstances beyond our control (such as fire or flood or systems failure) prevent the transaction, despite reasonable precautions that we have taken; or
- if you incorrectly type required information such as account number, amount or other necessary information.

**Exiting the System.** When you are finished using MCNB iBank, the “Log Off” button must be used to log out of MCNB iBank. If you do not select the “Log Off” button or the System does not detect activity for a period of 20 minutes, you will be automatically logged off.

**Review of Account History and Statements.** You have the capability of viewing up to 24 months of active account history, 18 months of checking/savings account statements, and 12 months of account notices. All payments, transfers and/or fees associated with MCNB iBank will appear on your monthly account statement.

**Security Procedures and Browser Requirements.** By accessing MCNB iBank, you hereby acknowledge that you will be entering a protected website owned by the Bank, which may be used only for authorized purposes. We may monitor and audit usage of the System, and all persons are hereby notified that use of MCNB iBank constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on these websites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986. To ensure that the highest level of security, we strongly encourage you to keep your computer and browser software updated with any security patches provided by their respective vendors.

**Disclosure of Account Information to Third Parties.** We may only disclose information to third parties about your account or the transactions you make:

- where it is necessary for completing transactions or resolving errors involving MCNB iBank; or
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant; or
- in order to comply with government agency rules, court orders, or other applicable law; or
- to our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law; or
- if you give us your permission.

**Password and Security.** The security of your transactions is extremely important to the bank. Use of MCNB iBank, therefore, requires a password in addition to the unique user code. If a password is lost or forgotten, please call your local MCNB Banks location immediately. We may require that you verify your identity by providing personal information such as social security number, date of birth or home telephone number. You agree not to give or make available the password or other means to access your account to any unauthorized individuals. Notify your local MCNB Banks location immediately if the password is lost or stolen or if it is believed someone else has discovered the password. It is agreed that if the password is given to someone else, you are authorizing them to act on your behalf, and we may accept any instructions given to make transfers or otherwise use MCNB iBank. MCNB iBank enables you to change your password and we strongly recommend that the password is changed regularly. The bank may be liable for certain security breaches to the extent required by applicable law and regulation. The bank does not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to (1) monitor and/or record all communications and activity related to MCNB iBank; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include your written verification). It is agreed that our records will be final and conclusive as to all questions concerning whether or not the password was used in connection with a particular transaction. If any unauthorized use of your password occurs, you agree to (1) cooperate with the bank and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by the bank in recovering any unauthorized transfer of funds.

**Notice of Customer Rights and Liabilities.**

Consumer Accounts Only. If we are notified within two (2) business days after you discovered the password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your accounts without permission. Also, if your statement shows activity that you did not authorize, notify your local MCNB Banks location at once. If we are not notified within

sixty (60) days after the statement was sent, you may lose any amount transferred without authorization after the sixty (60) days if it can be proven that we could have prevented someone from taking the money if we had been notified in time. WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.

Business or Other Entity (Including Sole Proprietorships) Only. You agree to monitor your accounts on a daily basis. Notify your local MCNB Banks location immediately if you discover the password or other means to access your account has been lost or stolen or if you identify any activity that you did not authorize. We will have no liability to you for unauthorized account access that occurs before you have notified us of potential unauthorized activity and that we have been provided with a reasonable opportunity to react to that notice. WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.

**Errors and Questions.** In case of errors or questions about electronic transactions, telephone your local MCNB Banks location as soon as possible.

Please note: The following information applies to consumer accounts only. If you think a statement or receipt is incorrect or if more information is needed about a transaction listed on the statement or receipt. The bank must hear from you no later than sixty (60) days after the FIRST statement was sent on which the problem or error appeared. You will need to:

- list your name, contact information (address and daytime phone number) and account number;
- describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- tell us the dollar amount of the suspected error.

If we are notified verbally, it may be required to send the complaint or question in writing within ten (10) business days following the date we were notified. We will determine whether an error occurred 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 [ninety (90) business days if the error involved a new account, a point-of-sale transaction or a foreign-initiated transaction] to investigate your complaints or questions. If we decide to do this, we will credit your account within ten (10) business for the amount you think is in error, so that you will have 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 ten (10) business days, we may not credit your account. For errors involving new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. If we determine there was no error, we will reverse the previously credited amount, if any, and we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

**Termination.** To terminate access to MCNB iBank, visit or call your local MCNB Banks location during regular business hours. We reserve the right to terminate MCNB iBank, in whole or in part, at any time with or without cause and without prior written notice. We also reserve the right to temporarily suspend MCNB iBank in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter the password as an indication of an attempted security breach. Termination of MCNB iBank does not affect your obligation under this Agreement with respect to occurrences before termination.

**Governing Law.** The laws of the state of West Virginia shall govern this Agreement and all transactions hereunder. You acknowledge that you have reviewed this Agreement, understand the terms and conditions set forth herein and agree to be bound hereby.

**Limitation of Liability.** Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by MCNB iBank or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC equipment.

**Indemnification.** In consideration of being allowed access to MCNB iBank, you agree to indemnify and hold us harmless for any losses or damages to the Bank resulting from the use of MCNB iBank, to the extent allowed by applicable law.

**Assignment.** You may not transfer or assign your rights or duties under this Agreement.

**Waivers.** No waiver of the terms of this Agreement will be effective, unless in writing and signed by an authorized officer of the Bank.

**Amendments.** We can change a term or condition of this Agreement by mailing or delivering via e-mail to you, a written notice at least thirty (30) days before the effective date of any such change. We do not need to provide you with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain or restore the security of the system or an account. However, even in these cases, if the change is to be made permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement sent, or within thirty (30) days, unless disclosure would jeopardize the security of our system or an account. Notices mailed or delivered to you as discussed in this paragraph will be considered effective if mailed to your most recent address in our Account records, or email address in which you have authorized to receive such notices and/or disclosures.

**Fees.** Online Banking is free and available to any account owner or signer and includes inquiry, transfer, internal payments and transaction export capability.

## EXTERNAL TRANSFERS ADDITIONAL TERMS

### 1. Description of Service, Authorization and Processing.

- a. The term "Transfer Money Terms" means these External Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.
- c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
  1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
  2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;

4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
  5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- d. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**2. Transfer Amounts** There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion.

**3. Transfer Cancellation Requests and Refused Transfers.** You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

**4. Stop Payment Requests.** If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Errors and Questions Section of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**5. Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 8 (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 8 should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

**6. Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

**7. Returned Transfers.** In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

#### **8. Failed or Returned Transfer Instructions.**

In using the Service, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Transfer Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Transfer Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer), the Transfer Instruction may or may not

be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Transfer Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Transfer Instruction if the transfer has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Transfer Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

## **9. Definitions**

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

"Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account.

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Transfer Instruction" is the information provided for a transfer to be made under the applicable Service.