

Online Banking and Bill Payment Agreement

Effective Date: February 24, 2015

Operations Department:

606-679-9361
P.O. Box 70
Somerset, KY 42502

1. Scope of this Agreement

This Agreement between you and Cumberland Security Bank, P.O. Box 70, Somerset, KY 42502 governs use of our Online Banking services (the Service”).

2. Accepting the Agreement

After you have carefully read this Agreement in its entirety and the linked Privacy Notice, you will be asked to accept the terms and conditions of this Agreement.

WHEN YOU CLICK ON THE “FINISH” BUTTON, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. ALSO, BY ACCEPTING THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU ARE AN AUTHORIZED USER ACTING WITH FULL AUTHORITY AND THAT YOU ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, CLOSE THE ENROLLMENT PAGE IN YOUR BROWSER.

You should print and/or save a copy of this Agreement for your records. Future updates will be sent electronically as further described in below in Section 4.

If you need a paper copy of this Agreement, please contact our Operations Department. Our contact information is listed at the top of this Agreement. You can obtain a paper copy of this Agreement at any time.

3. Prerequisites for Enrolling in the Online Banking Service

In order to enroll in the Online Banking Service:

- You must have an Eligible Account with this Financial Institution.
- Your account with us must be in good standing.
- If you enroll for our bill payment services, you must also be a resident of the United States or its possessions.

Hardware and Software Equipment Requirements:

- You must have a computer and Internet browser that will support 128 bit encryption.
- We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Online Banking Service.
- Some features of the Online Banking Services may not be supported with older browsers.
- You will need Internet access through an Internet service provider (ISP).
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You will also need an external email address for the delivery of electronic notices and disclosures.
- You must maintain fully updated anti-virus protection on your computer at all times.

Prior to enrolling in the Online Banking Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Online Banking Service and to retain a copy of this Agreement.

If we revise hardware and software requirements, and if there is a material change that impacts your ability to access the Online

Banking Service, we will give you advance notice of these changes and provide you an opportunity to cancel the service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

4. Electronic Disclosures

We may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include:

- Monthly account statements,
- Deposit account disclosures,
- Notices regarding changes in account terms and fees,
- Privacy notices

The equipment necessary for accessing these types of disclosures electronically is described above in Section 3.

WITH YOUR ACCEPTANCE BELOW, YOU AGREE TO ACCEPT THIS AGREEMENT AND OTHER ONLINE BANKING RELATED DISCLOSURES IN AN ELECTRONIC FORMAT. YOU ALSO AGREE AND REPRESENT THAT YOU HAVE THE NECESSARY EQUIPMENT FOR ACCESSING THE ONLINE BANKING SERVICE AND FOR VIEWING ELECTRONIC DISCLOSURES.

If you consent to receive electronic disclosures and later change your mind, you may withdraw your consent and change to paper delivery format. You can notify us of your intent to cancel electronic disclosures by:

- Sending us a letter to P.O. Box 70, Somerset, KY 42502
- Sending us a secure message through the Online Banking Service, or
- By contacting us at this phone number: 606-679-9361

If you send us a secure message through the Online Banking Service or write us a letter, please be sure to identify yourself and the applicable accounts.

If you enroll for e-statements and then later close your accounts with Cumberland Security Bank, your access to the Online banking Service will also be terminated. You may request paper copies of historical statements at the address listed above.

You should print or save a copy of all disclosures delivered electronically. Online banking customers may request paper copies of disclosures such as this Online Banking Agreement free of charge.

5. Definitions

ACH Origination - refers to the creation of debit and credit entries to facilitate the transfer or placement of funds in another institution through the Automated Clearing House (ACH) network. The ACH network is a funds transfer system governed by the National Automated Clearing House Association (NACHA).

Agreement – refers to these terms and conditions of the Online Banking Service.

Authorized User - is any individual or Sub-User whom you allow to use the Service, your password or other means to access your online accounts.

Bill Inbox - refers to the list of the bills that you must approve before we will send a payment and any notices from your payees.

Business Day – is any calendar day other than Saturday, Sunday, or any holiday recognized by the Federal Reserve Bank. Bill payments are processed on all Business Days that both the Federal Reserve Bank and the US Postal System are open and operating for business.

Business Customer - refers to anyone other than a Consumer who owns or holds an Eligible account at this Institution that is used primarily for business purposes.

Business Day Cutoff – refers to the cut-off time for posting purposes. Our primary banking offices are located in Somerset, Kentucky and our business day is based on the Eastern Time zone. For posting purposes, we will process online banking transactions completed by 6:00 p.m. Eastern Time on the same Business Day. Transactions completed after 6:00 p.m. Eastern Time, including transfers, may be processed on the following Business Day. Bill payment cut-off times may differ and are

further detailed within this Agreement.

Consumer - Refers to a natural person who owns or holds an account at Cumberland Security Bank that is used primarily for personal, family or household purposes.

Due Date – the consumer defines the date the payment is due; typically, this is the date reflected on your payee’s statement for which the bill payment is due.

E-bills - refers to any bill that you receive in your bill inbox. If you enroll for E-bills, you may receive one of the following types of electronic bills or statements:

- The first type is an electronic bill that we receive from one of your Payees and which we redirect to you.
- The second type is a bill we retrieve from your Payee's website and present to you electronically.

Eligible Accounts – refer to accounts eligible for access through the Online Banking Service. You may request online access to any account that you own at this Institution. If you desire features of the Online Banking Service that allow you to initiate bill payments, transfers, ACH transactions or otherwise remove funds from an Eligible Account, you must have the required withdrawal authority over the relevant Eligible Account(s). Only checking accounts may be eligible for bill payment privileges. We may make additional accounts available for bill payment services from time-to-time as allowed by law or our bill payment Service Provider.

When using the Online Banking Service, you agree to keep sufficient balances in your Eligible Account(s) to cover all transactions requested and to cover any applicable fee(s) related to the Online Banking Service.

Funding Account - is the checking account from which bill payments will be debited. You must be a legal owner of any funding account registered for the Service.

Joint Accounts - If the accounts added to the Service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your username and password are authorized unless we have been notified to cancel the Service. If joint account holders use individual usernames, the Service may be identified as two separate Services. Transaction history is maintained for each username.

Payment Due Date - refers to the date by which the Payee requires payment from the customer

Password - means your password that is known solely by you and not by us or our service providers and that you use to access the Online Banking Service.

Payee - A Payee is the person or entity to which you wish a bill payment to be directed or the person, company or organization from which you receive electronic bills as the case may be.

Service Provider - includes any agent, licensor, independent contractor or subcontractor that this Financial Institution may involve in the provision of Online Banking, bill payments and/or E-Bill services.

Sub-User - means an Authorized User who has been assigned access to an Eligible Account. Sub-Users may be granted full or limited access to originate online transfers such as ACH transactions and/or wire transfers.

Username – means a name to be used in conjunction with a password to access the Online Banking Service

You and Your - refer to the person(s) subscribing to or using the Online Banking Service or owner of the Eligible Accounts

We, Us, or Our – As used within this Agreement, refer to Cumberland Security Bank and any agent, independent contractor, Service Provider, sub-contractor, licensor, designee, or assignee that Cumberland Security Bank may involve in the provision of the Online Banking Service.

6. **Basic Online Banking Features**

The basic features currently available through the Online Banking Service include:

- Up to 24 months of complete Internet transactional detail and history
- Account Inquiries for balances, rates, etc.
- Copies of monthly Account Statements

- Transfers between your Eligible Accounts at this Financial Institution
- Secure e-mails through the Online Banking Service's messaging system
- View loan balances
- Payments to loans at this Financial Institution
- Online check reorders
- Transaction downloads
- Personal finance management (MoneyMonitor)
- ATM/Debit card management

You can use the Online Banking Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. Access to the Online Banking Service may be slower at times due to high Internet traffic or other factors beyond our control.

7. **Other Basic Online Banking Features**

Check Reorders, Address Change, Order Documents, & Secure E-Mail Services

You may use the secure mail or messaging features of the Online Banking Service to submit an address change, and/or to request documents. Generally, requests received through the secure e-mail feature will be processed within one (1) to two (2) Business Days. Bank business days are Monday through Friday. For urgent requests, we recommend that you contact our Operations Department between the hours of 8:00 a.m. and 5:00 p.m.

In the Quick Links section of Online Banking Product, we also offer a direct link for check reorders and this link will securely submit your reorder request directly to the check printer. You may also request the addition or removal of a Linked Account through the Support menu.

There may be additional fees associated with some of these services, such as when you reorder checks through the Online Banking Service or request additional features. Fees will be disclosed in our fee schedule and/or at the time of your request.

8. **Business Banking Features**

We have additional business banking features designed specifically for our Business Customers which include:

- ACH Credit and Debit Origination
- NACHA File Imports
- Wire Transfer Requests
- Sub-User Administration

Some of these business banking features may be subject to additional fees and terms and conditions. We may add or remove certain features and/or functionality from time-to-time.

Business Customers may enroll for the Basic Online Banking Service online or in person in any of our offices. Business account owners and authorized signatories may submit an enrollment application for the Business Customer.

Business Customers interested in the additional business banking features should contact us for additional information or send us a secure message through the Service.

9. **Linked Accounts**

When you first enroll for the Service we will link all of your Eligible Accounts to one username. If you want to limit the accounts linked or the privileges assigned to an account, please contact us at 606-679-9361 or submit a form through the Online Banking Service from the **Support | Support Center** menu.

With the exception of sole proprietors, Business Customers may link personal Consumer accounts to the Online Banking Service. In some circumstances we may permit Business Customers to link the accounts of other businesses owned or controlled by the Business Owner.

10. **Signature Requirements**

When any online transfer, ACH, wire transfer request or other payment Instruction is initiated through the Online Banking

Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you.

Requirements for dual signatures on checks, if applicable, do NOT apply to bill payments or other transfers initiated through the Online Banking Service. If your account(s) require two signatures for withdrawal, we may only grant view privileges to your Eligible Accounts through the Online Banking Service

Business Customer Authorized Users that may be assigned payment or transactional capabilities through the Online Banking Service should be authorized by the Business Customer to make or approve electronic transfers, even though that person's authority to make transfers by other means may still require dual signatures.

If Authorized Users are not authorized persons on the signature card for each Linked Account, the Business Customer account owner(s) has the obligation to inform Institution of the new individual or individuals with such authority. Such notice must be given to Cumberland Security Bank by calling us at 606-679-9361. You may also write us at:

Cumberland Security Bank
P.O. Box70
Somerset, KY 42502-0070

11. Fees

Currently, there is no fee for the use of our CSB Online Banking. Business Banking users may incur fees associated with the use of particular features. We reserve the right to adjust the monthly maintenance fee for the use of this service. Prior to fee changes, we will notify you in writing 30 (thirty) days before all changes go into effect. Your use of the service after the effective date of change confirms your agreement to the changes. Bill payment is also free with an unlimited number of payments. Both the CSB Online Banking and Bill Payment Service are subject to approval. There may be other exceptions stated in our agreement with you.

12. Enrollment Process

You must complete the enrollment process to use the Online Banking Service. You can enroll for the Online Banking Service from our web site or at any of our offices.

The Internet enrollment process involves completing a secure online application that we will use to verify your identity. When you enroll for the Online Banking Service, you agree to provide true and accurate enrollment information. You will be asked a series of questions during the enrollment process to verify your identity. Upon providing the correct answers, you will choose your username and a one-time security code that will be used during your initial login. You will receive an invitation email containing a link to use for your first login.

During your initial login, you will establish a password and set up other security features. Your password will only be known to yourself and to those to whom you disclose the password. Cumberland Security Bank and our service providers will not have access to your password. For security purposes, you should not use your account number or social security number as your username. You will also be asked to select three security questions and answers. These questions are required as part of our enhanced security measures and may be used as a method of validating your identity. You may be required to correctly answer your security questions in order to gain access to the Online Banking Service if the service detects a significant difference in the device you use. You will also be asked to select a security image and phrase that will appear each time you log in. If you ever notice that the image and phrase are not what you selected, please cancel the login and contact us immediately.

You may request access to our Bill Pay Service following your initial login or at any time after by clicking on the Bill Pay menu.

13. Address, Email or Funding Account Changes

We will periodically send you secure messages through the Service regarding important Online Banking and bill payment matters and/or changes to this Agreement. You must provide us your current e-mail address in order for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made within the Settings | Security | Contact Info menu of the Service or by contacting our Operations Department at 606-679-9361. Any changes to your Eligible Account(s), or Funding Account should also be made in accordance with these procedures. We are not responsible for any bill payment

processing errors or fees incurred if you do not provide accurate Funding Account or contact information.

After you enroll, the Online Banking Service will allow you to establish email alert notifications to keep you apprised of activity within your account(s).

From time-to-time we may also send emails marketing various features of the Online Banking Service; however, we will NEVER ask you to provide any personal or account information in response to an email from this Institution.

14. Account Balances

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Online Banking Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day Cut-off time to be effective the same Business Day.

The balances within the Online Banking Service are updated periodically and will display the most current "as of" date on the account details page. There may be situations that cause a delay in an update of your balances. In these situations, the Online Banking Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

15. Canceling or Changing Transfers

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us for processing. However, you can edit or change a transfer that is still "pending".

In order to cancel or change a pending transfer that has not been submitted to us for processing, use the following procedures:

1. Log in and make edits to the appropriate transaction.
2. Edits must be made before 6:00 p.m. EST for transactions to be processed the same Business Day
3. You may edit a pre-scheduled (future dated/automatic) transaction any time before 6:00 p.m. EST on the Business Day before the scheduled transfer or payment date.
4. For transfers, you can change the transfer amount to \$0.00, or
5. If you accidentally transfer funds, you can schedule another transfer to move funds to back to the original account.

If you need to edit a pending transaction after-cut-off time, please contact us immediately; although in these situations, we may not have sufficient time to stop transactions from further processing. Separate agreements detail the required time-frames for submitting and making changes to ACH transactions, and wire transfer requests.

16. Transaction Limitations

You may use the Online Banking Service to check the balance of your Eligible Account (s) and to transfer funds among your Eligible Accounts at this Financial Institution. You must have sufficient funds in your account(s) to cover the amount of any transaction (internal account transfer, ACH, wire transfer, and/or bill payment) on the effective date of the transaction or the request may not be processed. Non-sufficient funds (NSF) and/or overdraft charges may be incurred if transactions exceed your account balance.

Current federal regulations restrict the number of transactions that you can make from certain types of accounts, such as Money Market and Savings Accounts. For these types of accounts, you may not make more than six (6) pre-authorized (automatic) electronic funds transfers (EFTs), during a given monthly statement period for Money Market accounts and a quarterly statement period for savings accounts. Online account transfers and bill payments are counted toward the six permitted monthly transfers. Please refer to your original account agreement for excessive activity fees that may apply. Federal regulations currently place no limits on the number of transfers or bill payments from your checking accounts, therefore this financial institution currently limits bill payment services only to checking accounts.

17. Bill Payment Service

A. Set-Up Payees

It is easy to pay bills online. Simply set up your payments by choosing from the database of vendors (Payees) that already exist, or by entering necessary information to schedule a payment. We maintain a large vendor database of regional or national Payees to make this process quicker and easier. We can process payments to Payees that have a US Postal address.

B. Bill Payment Transaction Limits

Our bill payment Service Provider limits daily bill payments to \$9,999.99 and all bill payment transactions for a single day to \$9,999.99. Otherwise, there is no limit to whom you pay or how many Payees you may establish. We reserve the right to refuse to pay any Payee to whom you may direct a payment. Our Service Provider may notify you if it decides to refuse to pay a Payee designated by you.

C. Payment Methods

Payments that you make through the Online Banking Service are processed either electronically or by check.

Our bill payment Service Provider reserves the right to select the method in which funds will be remitted on your behalf to the Payee.

Payment processing for electronic payments typically begins at least two Business Days prior to the Due Date. Payment processing for check remittance usually begins at least four Business Days prior to the Due Date.

D. Scheduling Payments

When scheduling a bill payment, the earliest possible payment date for each Payee will be displayed within the Service. You should schedule bill payments in sufficient time to be delivered by the due date on your payee's statement. When you select a payment "Due Date", the bill payment Service Provider calculates a "deliver by" date. The payment will be delivered to the Payee by the scheduled Due Date.

The system will not allow you to schedule a bill payment on a non-business day. After the payment has been scheduled, the bill payment Service Provider begins processing the payment so that it will arrive on the scheduled Due Date.

For recurring payments, if the Due Date for one of the payments falls on a non-business day, the system will automatically adjust the Due Date for that specific payment to the previous Business Day. If an end date is not selected then the payment will continue to pay until you stop the series. It is unlimited.

Scheduled bill payments will be charged to your account on the Due Date that you have selected for the payment.

Our system assumes the Payee will promptly process the payment on the Business Day it is received. Any delays caused by the Payee would result in additional days before the payment would show on their records.

The bill payment features of the Online Banking Service will allow you to see a history of all the payments made from your accounts for the past 18 months.

E. Bill Payment Guarantee

You will be reimbursed up to \$50 per payment for any late payment fees or penalties you are charged as a result of the Payee/Vendor not receiving a payment by the Due Date only if the payment was scheduled as a rush payment.

In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transaction and we will not be liable for any incidental, exemplary, punitive or consequential damages.

F. Prohibited Payments

Payments to Payees outside of the United States are prohibited and may not be issued under any circumstances. Payments to Internet gambling sites are prohibited through the Service.

Tax payments to state, federal, or local tax agencies, court ordered payments and payments to insurance companies may be scheduled through the Online Banking Service; however, such payments are discouraged and are scheduled at your own risk. In no event shall Cumberland Security Bank or its Service Provider(s) be liable for any claims or damages resulting from you scheduling these types of payments. The bill payment service guarantee, as it applies to any late payment related charges, is void for these types of payments if scheduled and/or processed by the Online Banking Service.

We reserve the right to refuse to pay any Payee to whom you may direct a payment. We will notify you if we decide to refuse to pay a Payee designated by you; however, this notification is not required if you attempt to make a prohibited payment under this Agreement.

G. Payment Cancellation and Stop Payment Requests

You can choose to cancel or edit a scheduled payment up until the time that payment processing begins. There is no charge for canceling or editing a scheduled payment. However, once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted, as described within this Agreement.

The ability of this Financial Institution and its Service Provider to process a stop payment request on a Bill Payment in which processing has begun will depend on the payment method and if the payment has already cleared. We cannot stop an electronic payment that is processing.

If you need to place a stop payment request on a bill payment, please contact us immediately at 606-679-9361. We must be notified in time to process your request. If the payment is already in process, we may not have sufficient time to complete your request. We will make every effort to accommodate your request but we will have no liability for failing to do so unless the request is subject to the provisions contained in your depository account agreement or applicable law as it pertains to pre-authorized electronic funds transfers.

We may also require you to present your stop payment request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set forth in our applicable fee schedule.

H. Payment Authorization and Payment Remittance

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize us to follow the payment instructions received through the Service. In order to process payments more efficiently and effectively, our Service Provider may edit or alter payment data or data formats in accordance with payee directives.

When you schedule a payment through the Service, you are authorizing our bill payment Service Provider to debit your Funding Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Due Date designated by you. You also authorize our bill payment Service Provider to credit your Funding Account for payments returned to us by the United States Postal Service or Payee. We may also credit your Funding Account when payments are remitted to you on behalf of another Authorized User of the Service.

I. Returned Payments

In using the Service, you understand that Payees and/or the United States Postal Service may return bill payments to our Service Provider for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. In these situations, our bill payment Service Provider will perform reasonable research and correct the returned payment or the Service Provider will void the payment and credit your Payment Account.

J. Failed Transactions

In using the Service, you are requesting us to make payments for you from your Funding Account. If we are unable to complete the transaction for any reason associated with your Funding Account (for example, if there are insufficient funds in your Funding Account to cover the transaction), the transaction will not be completed. In some instances, you may also receive a return notice from the Service.

K. Bill Payment Information Authorization

Requests for bill payment privileges may not be fulfilled if this Financial Institution and/or its Service Provider(s) cannot verify your identity and withdrawal authority over the specified accounts. In addition, you agree that this Financial Institution and its Service Providers reserve the right to obtain financial information regarding your account from a Payee or from your Financial Institution when necessary to resolve payment posting problems or for verification purposes.

18. Electronic Bill Delivery (E-Bills)

This feature is for the presentment of E-Bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. If you elect to activate one of the E-Bill options, you also agree to the following:

A. Activation

Upon activation of the E-Bill feature, our Service Provider may notify the Payee of your request to receive electronic billing information. The presentation of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your E-Bill feature is being activated it is your responsibility to keep your accounts current. Each Payee reserves the right to accept or deny your request to receive electronic bills.

B. Information Provided to the Payee

We are unable to update or change your personal or business information such as, but not limited to, name, address, phone numbers and e-mail addresses with the Payee. Any changes will need to be made by you; contact the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's or company's bill.

Our Service Provider may, at the request of the Payee, provide to the Payee your e-mail address, system address, or other data specifically requested by the Payee at the time of activating E-Bills, for purposes of the Payee informing you about service and/or bill information.

C. Notification of Bill Delivery

Our bill payment Service Provider will use its best efforts to present all of your E-Bills promptly. In addition to notification within the system, our Service Provider may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this email address information is accurate. In the event you do not receive notification of a bill, it is your responsibility to periodically logon to the system and check on the delivery of new E-Bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

D. Cancellation of E-Bills

The Payee reserves the right to cancel the presentation of E-Bills at any time. You may also cancel E-Bills at any time. The timeframe for cancellation of your E-Bills may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. Our bill payment Service Provider will notify your Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any E-Bills that are already in process at the time of cancellation.

E. Non-Delivery of E-Bills

You agree to hold harmless, this Financial Institution and its Service Providers should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

F. Accuracy and Dispute of Electronic Bill

Neither this Financial Institution nor its Service Providers are responsible for the accuracy of your E-Bill(s). Cumberland Security Bank and its Service Providers are only responsible for presenting the information received from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

19. Privacy

We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our privacy notice before completing the enrollment process for the Online Banking Service. You can find our privacy statement on our web site at http://www.csbweb.com/privacy_security.htm.

Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. We will only disclose information to third parties about your account or the transactions that you make in the following situations:

- Where it is necessary for completing transactions;

- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to an authorized third party, such as a credit bureau or payee;
- In order to comply with a governmental agency or court orders; or
- If you give us your written permission.

Please refer to our privacy notice for additional detail on disclosure of account information.

20. Internet Security

The Online Banking Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Online Banking Service, our Operations Department will verify your identity and authorization against information associated with the Eligible Account (s) that you request to be linked to the Online Banking Service.

Usernames and passwords - One of the main security features protecting the Online Banking Service is the unique combination of your username and password. During the enrollment process, you will be asked to select a unique username and password. For security purposes, do not use your account number or social security number as your username. Encryption and access controls are used to protect your password within our database. If you need to reset your password, you may use our online automated password reset feature or you may contact this Institution for assistance.

Because your password is used to access your accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a password that is difficult to guess.
- You should not use words based on your name, address or other personal information.
- Special characters may be used to increase security.
- Do NOT use dictionary words.
- Keep your password safe.
- Memorize your password and do NOT write it down.
- You should also change your password occasionally, such as every 90 days.
- Passwords should not be shared with anyone, even Authorized Users.

When you enroll for the Online Banking Service you agree to change your password immediately if you suspect that your password has been compromised. This can be done at any time from the "Settings | Security | Password" menu after you log on to the Online Banking Service.

NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS WILL CONTACT YOU BY TELEPHONE, EMAIL OR TEXT MESSAGE REQUESTING PERSONAL INFORMATION, SUCH AS YOUR USERNAME, PASSWORD, ATM CARD NUMBER OR ATM PIN. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS TYPE OF INFORMATION, DO NOT PROVIDE ANY INFORMATION AND CONTACT OUR OPERATIONS DEPARTMENT IMMEDIATELY AT 606-679-9361 or 800-679-9361.

Encryption – The Online Banking Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Online Banking. Your browser automatically activates this technology when it attempts to connect to our Online Banking Service. The Online Banking Service requires a browser that supports 128-bit encryption and we will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from "open" to "locked". What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

Certificate Authority - The servers hosting the Online Banking Service have been certified by a Certificate Authority to assure you that you are actually talking to the Online Banking Service instead of someone pretending to be us. By clicking on the lock within the Online Banking Service, you can view the certificate to ensure it's valid.

Cookies - During your use of the Online Banking Service, our Online Banking Service Provider will pass an encrypted session cookie to your computer that enables us to process multiple transactions during the session without having to provide a username and password for each individual transaction. You must accept this cookie to use the Online Banking Service.

The session cookie is stored on your computer's hard-drive, identifying your computer while you are logged on. The session cookie does not contain any personal information. When you log off, close your browser, or turn off your machine, the session cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account. Our Service Provider also uses persistent or "permanent" cookies to identify this Institution and your computer as part of our

enhanced security. The permanent cookies will remain on your computer's hard drive until you clear cookies with your browser. If you do not accept these cookies, you may not be able to use all the features of the Online Banking Service.

Multi-Level Authentication - We use multi-level authentication (or enhanced security) to help prevent unauthorized access to your accounts. As part of our enhanced security solution we may ask you to select challenge questions which may be used to help verify your identity in the event unusual login or transaction activity is detected. We may also send you a One Time PIN (OTP) which can be used to help authenticate your login or transaction requests.

21. Your Security Obligations

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER INCLUDING THE USE OF UPDATED ANTI-VIRUS PROTECTION.

NEITHER THIS FINANCIAL INSTITUTION NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN, SHARED PASSWORD, OR MALFUNCTION OF YOUR COMPUTER OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER AND SOFTWARE

- All Authorized Users should sign-off after every session. While online sessions will automatically end after a period of inactivity, logging off can help protect you in case you accidentally leave your computer unattended.
- Refrain from using public computers (e.g. computers in a library, Internet café or hotel business center) to access your online banking accounts. The security of public or shared computers cannot be assured.
- Always keep your computer's operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched versions of Internet browsers for accessing the Online Banking Service.
- Always keep your anti-virus and anti-spyware software current and routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or malicious software (malware) may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Furthermore, undetected or un-repaired viruses or malware may affect the security of online accounts and the privacy of personal information stored on your computer. If your computer is compromised by some form of malware, virus, or Trojan, you could unintentionally transmit sensitive account information or personal data to another third party or transmit a virus to other computers.
- Always use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- If you use a wireless Internet connection to access your online accounts, make sure that the wireless network is encrypted.

Occasionally we may post important security notices on our website and/or send Online Banking users security related notices or reminders. It is your responsibility to read all security notices.

22. Protecting Your Password

When you accept the terms and conditions of this Agreement, you agree not to give or make available your password or other means to access your account to any unauthorized individual(s). You are responsible for all transactions authorized or requested through the Online Banking Service using a valid username and password, including those situations when your username and password are obtained due to compromise to your computer. If you permit other persons to use the Online Banking Service with your password, or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Online Banking Service without your consent or has transferred money without your permission, you must notify us at once by calling 606-679-9361 during customer service hours [8:00 a.m. – 5:00 p.m. Monday-Friday]. You can also contact us by sending a secure message through the Online Banking Service.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSWORD TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSWORD TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE ONLINE BANKING SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AN AGGREGATION SERVICE PROVIDER, OR WHEN YOUR PERSONAL COMPUTER IS COMPROMISED BY A KEY STROKE LOGGING VIRUS OR ANY OTHER TYPE OF MALWARE).

You agree that we may send notices and other communications, including password change confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual.

23. Documentation and Verification of Transactions

Information regarding all Online Banking transactions will be reflected on the account detail page within the Online Banking

Service and in your regular monthly account statement(s).

24. Our Liability for Failure to Complete Transfers and Bill Payments

It is our responsibility to process all bill payments, internal transfers and other electronic transactions properly initiated through the Online Banking Service in accordance with this Agreement. However, we shall incur no liability and any bill payment service guarantee shall be void if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, your Eligible Account(s) and/or Funding Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account (if applicable);
- The Online Banking Service and/or the payment processing center is not working properly and you know or have been advised by this Institution and/or its Service Providers about the malfunction before you execute the transaction;
- You have not provided us with the correct bill payment Funding Account information, or the correct name, address, phone number, or account information for the Payee;
- Your Eligible Account(s), including your bill payment Funding Account is closed;
- If your computer, software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transaction;
- It can be shown that the Payee received a bill payment within the normal delivery timeframe and failed to process the bill payment through no fault of ours;
- The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
- We have reason to believe that a bill payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
- Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force or third party) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if we cause an incorrect amount of funds to be removed from any of your Eligible Account(s), or if we cause funds from your accounts to be directed to a Payee, which does not comply with your payment instructions this Financial Institution and/or its Service Providers shall be responsible for returning the improperly transferred funds to your Eligible Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, any late payment related charges.

25. Provisions Applicable Only to Consumer Deposit Accounts

A. Errors and Questions

In case of errors or questions about your electronic transactions, you should notify us as soon as possible through one of the following methods:

- Telephone us at 606-679-9361 during customer service hours;
- Contact us by using the secure messaging feature within the Online Banking Service; or
- Write to us at P.O. Box 70, Somerset, KY 42502

If you think your statement is incorrect or you need more information about an electronic transfer or bill payment transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

- Tell us your name, relevant account number(s), and username;
- Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

For errors regarding electronic transactions on new consumer accounts, we may take up to ninety 90 days to investigate your complaint or question. We may take up to twenty (20) Business Days to credit a new account for the amount you

think is in error.

If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

B. Consumer Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your username or password has been lost, stolen or otherwise compromised. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit if applicable).

If your monthly account statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

26. Provisions Applicable Only to Business Accounts

A. Protecting Your Account(s)

The Service will allow Business Customers to establish individual usernames, passwords, and privileges for each Authorized User. Transaction history is maintained for each username.

BUSINESS CUSTOMER(S) WILL BE SOLELY RESPONSIBLE FOR DESIGNATING ITS AUTHORIZED USERS AND ASSIGNING PRIVILEGES WITHIN THE SERVICE.

As a security measure, Business Customers should evaluate and implement the dual control features within the Service for ACH Origination and wire transfers.

B. Sub-User Administration

Cash Management users have the option of designating Sub-Users who will have online access to the business accounts.

A Sub-User may be granted full or limited online access to business accounts, and may also be granted full or limited access to originate ACH transactions and/or wire transfers. Dual control can be established to help regulate the actions of multiple Sub-Users.

For security and auditing purposes, each Sub-User should be assigned separate usernames and passwords.

C. ACH and Wire Transfer Requests

Business Customers may edit, delete, or "unapprove" wire transfers or ACH transactions prior to the cutoff time for the transaction. Separate agreements will detail the required time-frames for submitting and making changes to ACH transactions and wire transfer requests.

If a change is necessary after-cut-off time, please contact us immediately. In these situations, we may not be able to stop the transaction from processing unless we receive timely notification.

Additional terms and conditions apply to ACH and Wire Transfers.

D. Business Customer Liability

BUSINESS CUSTOMER REPRESENTS AND WARRANTS THAT ITS AUTHORIZED USERS AND SUB-USERS HAVE THE APPROPRIATE AUTHORITY TO INITIATE TRANSACTIONS THROUGH THE ONLINE BANKING SERVICE. BUSINESS CUSTOMER ALSO REPRESENTS AND WARRANTS THAT IT MAINTAINS OR REQUIRES CURRENT AND UPDATED ANTI-VIRUS SOFTWARE ON ALL COMPUTERS USED TO ACCESS THE ONLINE BANKING SERVICE BY IT OR ON ITS BEHALF.

BUSINESS CUSTOMER AUTHORIZES THIS INSTITUTION AND ITS SERVICE PROVIDERS TO ACT UPON, AND

AGREES TO BE BOUND BY, ANY TRANSACTION, WHETHER OR NOT AUTHORIZED, THAT IS INITIATED WITH AN USERNAME AND PASSWORD OF ANY AUTHORIZED USER(S).

FURTHERMORE, ANY INSTRUCTIONS, DIRECTIONS, OR OTHER INFORMATION PROVIDED BY THE BUSINESS CUSTOMER, OR ANY OF ITS AUTHORIZED USERS, WILL BE DEEMED TO HAVE BEEN AUTHORIZED BY THE BUSINESS CUSTOMER. THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE FOR VERIFYING THE IDENTITY OR AUTHENTICITY OF ANY PERSON CLAIMING TO BE AN AUTHORIZED USER OF THE BUSINESS CUSTOMER.

BUSINESS CUSTOMER ASSUMES ANY AND ALL LIABILITY ARISING FROM THE USE OR MISUSE OF THE ONLINE BANKING SERVICE OR COMPANY ACCOUNTS BY ITS AUTHORIZED USERS OR AS A RESULT OF A COMPROMISED COMPUTER DUE TO A BREACH OF ANY OF THE FOREGOING WARRANTIES. BUSINESS CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS FOR ANY LIABILITY AND DAMAGES RESULTING FROM OR ACTING UPON ANY TRANSACTION, DIRECTION, INSTRUCTION, OR INFORMATION THAT IS INITIATED WITH A USERNAME AND PASSWORD OF BUSINESS CUSTOMER'S AUTHORIZED USER(S) REGARDLESS OF WHETHER SUCH TRANSACTION, DIRECTION OR INSTRUCTION IS MADE BY AN AUTHORIZED USER.

BUSINESS CUSTOMER AGREES THAT WE MAY SEND NOTICES AND OTHER COMMUNICATIONS, INCLUDING EMAILS, TO THE CURRENT ADDRESS SHOWN IN OUR RECORDS, WHETHER OR NOT THAT ADDRESS INCLUDES A DESIGNATION FOR DELIVERY TO THE ATTENTION OF ANY PARTICULAR INDIVIDUAL. YOU FURTHER AGREE THAT CUMBERLAND SECURITY BANK AND/OR ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU IN ANY WAY IF INFORMATION IS INTERCEPTED BY AN UNAUTHORIZED PERSON, EITHER IN TRANSIT OR AT YOUR PLACE OF BUSINESS. IN ADDITION, YOU AGREE TO:

- REQUIRE ALL AUTHORIZED USERS TO KEEP PASSWORDS SECURE AND STRICTLY CONFIDENTIAL;
- IMMEDIATELY NOTIFY US AND SELECT A NEW PASSWORD IF YOU OR YOUR AUTHORIZED USERS BELIEVE YOUR PASSWORDS MAY HAVE BECOME KNOWN TO AN UNAUTHORIZED PERSON.

WE MAY DISABLE PASSWORDS OF AUTHORIZED USERS EVEN WITHOUT RECEIVING SUCH NOTICE FROM YOU, IF WE SUSPECT PASSWORDS ARE BEING USED IN AN UNAUTHORIZED OR FRAUDULENT MANNER.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR THE DEVELOPMENT AND IMPLEMENTATION OF ALL COMMERCIALY REASONABLE SECURITY PROCEDURES TO PROTECT THEIR COMPUTER SYSTEMS USED TO ACCESS THE ONLINE BANKING SERVICE. THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS SHALL HAVE NO OBLIGATION, LIABILITY OR CONTROL, EITHER DIRECTLY OR INDIRECTLY CONCERNING THE BUSINESS CUSTOMERS' SELECTION OF SECURITY SYSTEMS OR DEVICES USED TO PROTECT ITS COMPUTER SYSTEM(S). FURTHERMORE, NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS SHALL HAVE CONTROL OVER BUSINESS CUSTOMERS' DEVELOPMENT OR IMPLEMENTATION OF SAID SECURITY PROCEDURES OR THE FAILURE OF BUSINESS CUSTOMER TO MAINTAIN SAID PROCEDURES.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM ANY AUTHORIZED OR UNAUTHORIZED ACCESS TO THE ONLINE BANKING SERVICE USING A VALID USERNAME AND PASSWORD.

E. Commercially Reasonable Security Procedures

WHEN YOU ACCEPT THIS AGREEMENT AND USE THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE INCLUDES SECURITY MEASURES WHICH ARE COMMERCIALY REASONABLE.

YOU AGREE TO BE BOUND BY OUR SECURITY PROCEDURES AND INSTRUCTIONS, WHICH MAY BE PERIODICALLY UPDATED. YOU AGREE TO REVIEW AND IMPLEMENT ALL SECURITY PROCEDURES AVAILABLE IN CONNECTION WITH THE ONLINE BANKING SERVICE, INCLUDING PROCEDURES TO PROTECT THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND THE SAME FOR YOUR AUTHORIZED USERS. YOU AGREE TO NOTIFY THIS FINANCIAL INSTITUTION IN THE EVENT THAT YOUR USE OF THE ONLINE BANKING SERVICE WOULD NECESSITATE OR BE BETTER SERVED BY A LEVEL OF SECURITY THAT EXCEEDS THAT OFFERED BY THE ONLINE BANKING SERVICE. IF YOU FAIL TO NOTIFY THIS FINANCIAL INSTITUTION, YOU ACKNOWLEDGE AND AGREE THAT THE SECURITY ASPECTS OF THE ONLINE BANKING SERVICE ARE APPROPRIATE FOR YOUR NEEDS AND WILL PROVIDE YOU WITH A COMMERCIALY REASONABLE DEGREE OF SECURITY AGAINST UNAUTHORIZED USE.

F. Errors and Questions

In case of errors or questions about your transactions, you should as soon as possible notify us through one of the

following methods:

Telephone us at: 606-679-9361 during customer service hours;
Write us at: P.O. Box 70, Somerset, KY 42502-0070

G. Your Liability for Unauthorized Transfers

You must notify us of errors, discrepancies, or possible unauthorized transactions as soon as possible upon learning of the discrepancy. If you fail to notify us within sixty (60) days after you have received notice of an unauthorized or erroneous transaction, Cumberland Security Bank will not owe you any interest on the amount in question, even if we are otherwise liable to you in connection with the transaction.

Cumberland Security Bank and its Service Providers shall have no liability to you for any unauthorized transactions made using your password that occurs before you have notified us of any possible unauthorized use and we have had a reasonable opportunity to act upon that notice.

If you fail to notify us of any discrepancy within one (1) year, you shall be precluded from asserting any such discrepancy against us.

H. Limitation of Institution Liability

THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL BE DEEMED TO HAVE EXERCISED ALL DUE CARE AND TO HAVE ACTED REASONABLY IF WE ACT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE LIABLE FOR LOSS SUSTAINED BY YOU ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY OUR WILLFUL MISCONDUCT. THIS FINANCIAL INSTITUTION AND ITS SERVICE PROVIDERS WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE:

- RELATED TO THE DISHONESTY OF THE BUSINESS CUSTOMER'S EMPLOYEES, OFFICERS, AGENTS, AUTHORIZED USERS;
- RESULTING FROM ANY RECEIVING FINANCIAL INSTITUTION'S FAILURE TO ACCEPT ANY PAYMENT OR FUNDS TRANSFER REQUEST;
- RESULTING FROM ANY DELAY IN THE PERFORMANCE OF THIS AGREEMENT, WHICH IS CAUSED BY AN ACT OF GOD, FIRE OR OTHER CASUALTY, ELECTRICAL OR COMPUTER FAILURE, DELAYS OR FAILURE TO ACT BY ANY CARRIER, MEDIUM OR AGENT OPERATING BETWEEN CUMBERLAND SECURITY BANK AND THIRD PARTIES, OR ANY OTHER CONDITION OUTSIDE OF OUR CONTROL.

IF THIS FINANCIAL INSTITUTION AND/OR ITS SERVICE PROVIDERS FAIL OR DELAY IN MAKING A PAYMENT OR TRANSFER PURSUANT TO YOUR INSTRUCTION, OR IF WE MAKE A PAYMENT OR TRANSFER IN AN ERRONEOUS AMOUNT WHICH IS LESS THAN THE AMOUNT PER YOUR INSTRUCTION, UNLESS OTHERWISE REQUIRED BY LAW OUR LIABILITY SHALL BE LIMITED TO INTEREST ON THE AMOUNT WHICH WE FAILED TO TIMELY PAY, CALCULATED FROM THE DATE ON WHICH THE PAYMENT OR TRANSFER WAS TO BE MADE UNTIL THE DATE IT WAS ACTUALLY MADE OR YOU CANCELED THE INSTRUCTION.

WE MAY PAY SUCH INTEREST EITHER TO YOU OR THE INTENDED RECIPIENT OF THE PAYMENT OR TRANSFER, BUT IN NO EVENT WILL WE BE LIABLE TO BOTH PARTIES, AND OUR PAYMENT TO EITHER PARTY WILL FULLY DISCHARGE ANY OBLIGATION TO THE OTHER. IF WE MAKE A PAYMENT IN AN ERRONEOUS AMOUNT WHICH EXCEEDS THE AMOUNT PER YOUR PAYMENT INSTRUCTION, OR IF WE PERMIT AN UNAUTHORIZED PAYMENT AFTER WE HAVE HAD A REASONABLE TIME TO ACT ON A NOTICE FROM YOU OF POSSIBLE UNAUTHORIZED USE AS DESCRIBED ABOVE, UNLESS OTHERWISE REQUIRED BY LAW, OUR LIABILITY WILL BE LIMITED TO A REFUND OF THE AMOUNT ERRONEOUSLY PAID, PLUS INTEREST THEREON FROM THE DATE OF THE PAYMENT TO THE DATE OF THE REFUND, BUT IN NO EVENT TO EXCEED SIXTY (60) DAYS INTEREST.

IF WE BECOME LIABLE TO YOU FOR INTEREST COMPENSATION UNDER THIS AGREEMENT OR APPLICABLE LAW, SUCH INTEREST SHALL BE CALCULATED BASED ON THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK OF CLEVELAND FOR EACH DAY INTEREST IS DUE, COMPUTED ON THE BASIS OF A THREE HUNDRED SIXTY (360) DAY YEAR.

NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST CUMBERLAND SECURITY BANK AND ITS SERVICE PROVIDERS UNDER THIS AGREEMENT. THE TERMS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

I. Indemnification

Business Customer(s) and its Authorized Users will defend, indemnify and hold harmless Cumberland Security Bank and its Service Providers against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by Cumberland Security Bank through the Internet Banking Service, (ii) any breach of the provisions of this Agreement (iii) any request for stop payment; (iv) any dispute between you and any third party in connection with the use of the Internet Banking Service; and (v) any and all actions, suits, proceeding, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this section will survive termination of this Agreement.

27. Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such event, we will provide notice to you. Any use of the Online Banking Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the more recent revisions and updates.

28. Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, please contact our Operations Department or send us a secure email through the Online Banking Service.

Any transactions that have already been approved and processing has begun prior to the requested cancellation date will be completed by the Service. Scheduled or pending bill payments and transfers, including automatic payments, will not be processed once the Online Banking Service is cancelled. You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend the Online Banking Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be cancelled in whole or part without prior notice due to insufficient funds in one of your Eligible Account(s) or any other circumstances in our sole discretion.

If your account(s) is closed or restricted for any reason, or if there has not been any Online Banking or bill payment activity for a period of six (6) consecutive months, accessibility will automatically terminate.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call our Operations Department.

29. Exclusions of Warranties and Limitation of Damages

THE ONLINE BANKING SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE ONLINE BANKING SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE ONLINE BANKING SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

WE ARE NOT RESPONSIBLE FOR AND YOU AGREE TO HOLD US HARMLESS FROM ANY DAMAGES, LOSSES, COSTS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF OR IN CONNECTION WITH ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE, OR YOUR FAILURE TO OBTAIN ADEQUATE ONLINE SECURITY HARDWARE AND SOFTWARE, NOR WILL WE BE RESPONSIBLE FOR ANY COMPUTER VIRUSES THAT AFFECTS YOUR COMPUTER OR SOFTWARE WHILE USING THE ONLINE BANKING SERVICE. IN ADDITION, WE WILL NOT BE RESPONSIBLE FOR ANY THIRD PARTY ACCESS OR ATTEMPTED ACCESS TO YOUR COMPUTER OR SOFTWARE WHILE USING THE ONLINE BANKING SERVICE OR OUR WEBSITE.

WE ARE NOT RESPONSIBLE AND YOU AGREE TO HOLD US HARMLESS FOR SECURITY BREACHES CAUSED BY OR ARISING FROM A BREACH OF YOUR COMPUTER SYSTEM, INTERNET PROVIDER OR YOUR MOBILE DEVICE CARRIER.

THE FOREGOING SHALL CONSTITUTE CUMBERLAND SECURITY BANK AND ITS SERVICE PROVIDERS' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL CUMBERLAND SECURITY BANK OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS' FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE ONLINE BANKING SERVICE.

30. No Unlawful or Prohibited Use

As a condition of using the Online Banking Service, you represent and warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation.

You further warrant and represent that you will not use the Online Banking Service in any manner that could damage, disable, overburden, or impair the service or interfere with any other party's use and enjoyment of the service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

31. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

32. No Waiver

This Financial Institution and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

33. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

34. Disputes

In the event of a dispute regarding the Online Banking Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of this financial institution and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

35. Ownership of Material

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by Cumberland Security Bank and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Online Banking Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

36. Governing Law and Relation to Other Agreements

Accounts and services provided by this Financial Institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Kentucky, without regard to its conflicts of laws provisions.