

**Business Days: Monday through Friday
Excluding Federal Holidays
Phone: (330) 868-7701**

MORE DETAILED INFORMATION IS AVAILABLE UPON REQUEST

This Agreement and Disclosure sets forth your and our rights and responsibilities concerning the use of our Online Banking Product. In this agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean Consumers National Bank. By using Internet Banking, you agree to all of the terms of this agreement.

"I BANKING" FEATURES: You may access your account information by using a specific Internet User ID and password assigned to you. At the present time you may use the system to:

General Online Banking

Perform account inquiries on checking, savings, certificate and loan accounts.

Obtain statement transaction detail on your accounts.

Transfer funds between your deposit and/or loan accounts.

FEES AND CHARGES:

We do not charge for General Online Banking features.

Normal check fees will be assessed when check orders are processed.

Other fees may apply such as Insufficient Funds fees, Stop Payment Fees, and/or Wire Transfer Fees. For a complete listing of fees, please view the "Schedule of Fees" document that was provided at account opening, or call one of our Personal Bankers at (330) 868-7701 with any specific questions you might have.

LIMITATIONS ON FREQUENCY AND AMOUNT:

According to Federal Regulations, you may not make more than six (6) preauthorized or automatic transfers from your savings or money market account during a given monthly statement period. There are, however, no limits on the number or dollar amount of transfers or payments you make from your checking account. Balances may include deposits subject to verification by us (please review the Regulation CC - Funds Availability Policy disclosure that was provided at account opening). The balance may also differ from your records due to deposits in process, outstanding checks or other withdrawals, payments or charges. We have the right to cancel transactions if sufficient funds are not available in your account.

USER ID AND PASSWORD Policy:

User ID's are not case sensitive. Passwords are case sensitive. Your password must consist of letters, numbers a special character. It is confidential and should not be disclosed to third parties. You are responsible for safekeeping your password. You may change your password at any time by clicking on "Manage Profile>Security." You should carefully select a password that is hard to guess. (We suggest that you stay away from names, dates, and information that may be easily guessed.) You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts.

NO SIGNATURE REQUIREMENT:

When any payment or other on-line service generates items to be charged to your account, you agree that we may debit the designated account without requiring your signature on the item and without any notice to you.

NOTICE OF LIABILITY:

You are solely responsible for controlling the safekeeping of, and access to, your Password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Financial Institution and arrange to change your Password. You will be responsible for any transaction that contains an error or is a duplicate of another transaction. The Financial Institution is not responsible for a transaction that is not made if you did not keep your confirmation number. The Financial Institution is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communication facility, and no such party shall be deemed to be the Financial Institution's agent. In any event, the Financial Institution will not be liable for any special, consequential, incidental or punitive losses, damages or expenses in connection with this Agreement or the Service, even if the Financial Institution has knowledge of the possibility of them. The Financial Institution is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Financial Institution's reasonable control.

Tell us at once if you believe your password or access device has been lost or stolen. Telephoning us at (330) 868-7701 during normal business hours is the best way of keeping your possible losses down.

BUSINESS DAYS:

Our business days are Monday through Friday. Holidays, for which the bank is closed for business, are not included.

WEEKENDS:

We are open Saturdays 9am till 12pm.

CUTOFF TIMES:

The following cutoff times pertain to specific Online Banking features. Transactions received after the cutoff times will be posted the following business day.

Bill Payments

To ensure that payment is properly credited to your account prior to the payment due date, please allow at least 4 to 5 business days from the date payment is submitted for your payment to reach your merchant or vendor. A payment must be scheduled prior to 4:00 pm est. Any payment scheduled after 4:00 pm est will go into the next day's processing.

Stop Payments:

Stop Payments received after 5:00 pm. will be processed on the next day's business.

Funds Transfers:

Funds Transfers received after 6:00 pm est will be processed on the next day's business.

DOCUMENTATION:

Periodic Statement: You will get an account statement from us on your checking or savings account. Depending on the type of account you have, your statement will be mailed either monthly or quarterly.

Confirmation Number: A confirmation number will be displayed at the time you make a transfer. This confirmation number should be printed and kept for your records. Should you have an error, you will need this confirmation number as a reference to us.

IN CASE OF ERRORS OR QUESTIONS:

If you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt, contact us as soon as you can. Telephone us at (330) 868-7701, write to us at Consumers National Bank 614 E. Lincoln Way, Minerva OH 44657, or e-mail us at internetbanking@consumersbank.com. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

For Funds Transfers errors we will need:

- 1) Name and account number.
- 2) Description of the error or transfer.
- 3) Explain why you believe there is an error or why you need more information.
- 4) Dollar amount.
- 5) Confirmation number.

For bill payment errors we will need:

- 1) The account number used to pay the bill.
- 2) Payee name.
- 3) Date the payment was sent.
- 4) Payment amount.
- 5) Payee account number.

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

Error Resolution on Consumer Accounts only:

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation.

If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

CONFIDENTIALITY:

We will disclose information to third parties about your account or the transaction that you make:

To complete transactions as necessary;

To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or

To comply with government agency or court orders; or

If you give us your written permission.

Please refer to our Privacy Policy for further information.

VIRUS PROTECTION:

Consumers National Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and diskettes using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

NOTICES:

All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

TERMINATION:

You agree that we may terminate this agreement if: You or any authorized user of your password breach this or any other agreement with us; We have reason to believe that there has been an unauthorized use of your account or password; We notify you or any other party to your account that we have canceled or will cancel this Agreement; You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

MOBILE BANKING:

Emails you send through our Mobile Banking app are NOT secure.

For your protection and ours, please do not send account information or other personal information via email. We also will not respond by email with account information.

If you have a question, comment, or suggestion about Consumers Mobile Banking-including locked out passwords-please call us at 330-868-7701 or 800-948-1262 during regular business hours.

THIRD PARTY SERVICES.

In connection with your use of the Service, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

THIRD PARTY WEBSITES.

The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, Debit Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

EXPORT RESTRICTIONS.

You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

BILL PAYMENT AGREEMENT AND DISCLOSURE

This Bill Payment Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Bill Payment service ("Services"). It also describes the rights and obligations of Consumers National Bank ("Bank"). Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

I. Definitions

The following definitions apply in this Agreement:

1. "Authorized Representative" refers to a person with authority (with respect to the account);
2. "Bill Payment" is the online service that enables the scheduling of bill payments using a personal computer;
3. "ISP" refers to your Internet Service Provider;
4. "Online Banking" is the internet-based service providing access to your Bank account(s);
5. "Online Account" means the Bank account from which you will be conducting transactions using a Service;
6. "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;

7. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
8. "Time of day" references are to Eastern Standard Time;
9. "User ID" is the Bank-generated identification code selected by you for your connection to the Service;
10. "We", "us", or "Bank" refer to Bank Name which offers the Services and which holds the accounts accessed by the Services; and
11. "You" or "your" refers to the owner of the account or the authorized representative.

II. Access to Services

The Bank will provide instructions on how to use the Bill payment Services. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your Password and your User ID. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

For purposes of Bill Payment transactions, the Bank's business days are Monday through Friday, excluding holidays and weekends. All Bill Payment transaction requests received after 4:00 p.m. on business days and all transactions which are requested on Saturdays, Sundays, Federal Reserve holidays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day. The Bank's business day begins at 9:00 a.m.

III. Schedule of Fees

Consumers National Bank offers the benefits and convenience of the Bill Payment Service to you free. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible any and all telephone access fees and/or internet service fees that may be assessed by your telephone and/or internet service provider.

IV. Use of Your Security Password

You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or User ID;
- Do not leave your PC unattended while you are in the Bank's Online Banking or Bill Payment sites;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank immediately at 800-948-1262 between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday. Telephoning the Bank is the best way of minimizing your losses and liability. (See; Section IX)

If you believe your Password has been lost or stolen, please use the Password change feature within the Online Banking section of the Web site to change your Password.

If you permit others to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize.

V. Bill Payment Services

1. Description of Service. The Bill Payment Service permits you to use your Internet-enabled device to direct payments from your designated online Bill Payment Account to third parties you wish to pay. Your Bill Payment Account must be a primary checking account. Through the Bill Payment Service, you can pay bills from your Bill Payment Account to businesses or individuals.

All payments you make will be deducted from the checking account that you designate as your Bill Payment Account for the Bill Payment Service. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time. You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

1. Scheduling Payments. Funds must be available in your Bill Payment Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday, or holiday), funds must be available in your Bill Payment Account the following business day (e.g. Monday). After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or semi-monthly intervals. You should schedule a payment to a new payee at least ten (10) business days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee.

For all subsequent payments, you agree to allow at least four (4) to ten (10) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If the payment is an Automatic Clearing House (ACH) electronic payment, payee will receive the funds on the payment date. However, if the company or person that you are paying cannot accept an electronic payment, the Bill Payment Service will send a check that may take up to ten (10) business days. If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, the Bank will work with the payee on your behalf to reverse any late fees or charges.

1. No Duty to Monitor Payments. The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Bank will not be liable in any way for damages you incur for any of the following reasons:
 - insufficient funds in your Bill Payment Account to make the payment on the processing date;
 - delays in mail delivery;
 - changes to the payee's address or account number unless we've been advised of the change in advance
 - the failure of any payee to correctly account for or credit the payment in a timely manner, or
 - Any other circumstances beyond the control of the Bank.

If the session during which you schedule a payment or transfer ends by 4:00 p.m., the Bank will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the Services, the time recorded by the Online Bill Payment Service will be considered the official time of the transaction.

If your Bill Payment Account does not have sufficient funds to make a payment as of the date the payment is debited to your account, the Bill Payment Service will automatically block future Bill Payment Service until the account has sufficient funds to make the payment. The Bank will attempt to notify you by e-mail or U.S. Postal Mail, but the Bank shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your account to process a payment. In all cases, you are responsible for either contacting the Service at (800) 948-1262 to either make alternate arrangements for the payment or reschedule the payment through the Service. In the case of fixed payments, only the payment currently scheduled will be impacted. Fixed payments scheduled for future dates will not be affected.

1. Cancel or Change Payment Instructions. Payments must be changed or canceled using the Service prior to 4:00 p.m. on the business day the transaction is scheduled to be initiated. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payment orders whether oral, written, or electronic, will be in effect for a period of six (6) months. If requested by the Bank, you will confirm any stop payment order in writing. After six (6) months, any stop payment will terminate and must be renewed in order to continue in effect. The Bank may pay any item that is presented following the lapse of any stop payment order.
2. No Signature Required. When any payment or other online Service generates items to be charged to your account, you agree that we may debit your Bill Payment account without requiring your signature on the item and without prior notice to you.
3. Multiple Person Bill Payment Accounts. If more than one person has access to a Bill Payment account, each person may individually enroll in the Bill Pay service. Each enrolled person needs a unique password but may choose to use the same payee list. Each individual may terminate her/his enrollment in the Bill Payment service without affecting the Service for any other person enrolled in that Bill Payment account. However, any enrolled person may terminate the Bill Payment service that will terminate the service for all enrolled persons on that Bill Payment account.
4. Bill Delivery and Presentment. This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payee directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:
 - Information provided to the Payee. The service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You will also agree not to use someone else's information to gain unauthorized access to another person's bill.
 - Activation. Upon activation of the electronic bill feature, the Service may notify the Payee of your request to receive electronic billing information. The presentment 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 electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.
 - Notification. The Service will use its best efforts to present all your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically

logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

- Cancellation of electronic bill notification. The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic 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. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- Non-Delivery of electronic bill(s). You agree to hold the Service harmless 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.
- Accuracy and dispute of electronic bill. The Service is not responsible for the accuracy of your electronic bill(s). The Service is responsible for presenting the information we receive 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.

VI. Business Accounts

If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:

- enter into this Agreement, as amended from time to time;
- access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- Use any Online Bill Payment service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

VII. Term and Termination

1. Term. This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.
2. Termination for Cause. We may immediately terminate your electronic banking privileges (including the Bill Payment Service) without notice to you under the following circumstances:
 1. you do not pay any fee required by this Agreement when due or
 2. You do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

1. Termination for Convenience. To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through the system will also be terminated. Your final charge for the Bill Payment service will be assessed at the end of your statement cycle. You may notify the Bank by one of the following methods:
 - By sending an e-mail to internetbanking@consumersbank.com
 - By calling (800) 948-1262

- By writing a letter and either sending it to the following address: Attention: Consumers National Bank, 614 E Lincoln Way, P.O. Box 256, Minerva, OH., 44657 or giving it to a Customer Service Representative at any of the Bank's locations.

VIII. Electronic Fund Transfer Provisions for Consumers

1. Applicability. These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.
2. You're Liability. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:
 1. If you notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less.
 2. If you fail to notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of:
 - \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and
 - the total of authorized EFTs which occur during the two (2) days before notification to the Bank, provided the Bank establishes that these EFTs would not have occurred had the Bank been notified within that two-day period.
 3. You must report an unauthorized EFT that appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred with the 60-day period. You may also be liable for the amounts as described in sections 1 and 2 above.
 4. If the report is made orally, we will require that you send the complaint or question in writing within 20 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation are complete. You may request copies of the documents that were used in the investigation.
 5. You may notify the Bank by telephone, writing, or by email using the Secure Services provided in our Online Banking site. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.
3. Telephone Numbers and Addresses. In case of errors or questions regarding a Bill Payment transaction, call (800) 948-1262 or write us at: Attn: Electronic Banking Services Department, Consumers National Bank, 614 E Lincoln Way, Minerva, OH., 44657.

We must hear from you at the telephone number or address, listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

1. Your name and account number
2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information
3. The dollar amount of the suspected error and date on which it occurred.

IX. Liability

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

We will not be liable to you in the following instances:

1. If through no fault of the Bank, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
4. If your funds are subject to a legal proceeding or other encumbrance restricts the transfer.
5. If your transfer authorization terminates by operation of law.
6. If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

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

2. Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Microsoft (Microsoft Explorer browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment account.
3. Virus Protection. The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

X. General Terms and Conditions

1. Bank Agreements. In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in this Agreement. We will automatically deduct the fees related to this Service from your Bill Payment Account each month.
2. Changes and Modifications. The Bank may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.
3. Address or Banking Changes. It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by contacting Customer Service at (800) 948-1262.
4. Assignment. We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.
5. Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.
6. Disclosure of Information. We will only disclose information to third parties about your account or transfers you make under the following circumstances:
 - where it is necessary for the provision of Bill Payment and for completing transfers;
 - in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
 - in order to comply with government or court orders, or other reporting requirements;
 - if you give us your permission;
 - To the Bank affiliated companies.
7. Governing Law. This Agreement is governed by the laws of the State of Ohio and applicable federal law.