

## **Online Banking and Bill Payment Agreement**

**Effective Date:** June 11, 2021

**Online Banking Department:**

740.743.1349

100 East Main Street

PO Box 460

Somerset, OH 43783

[customerservice@commodorebank.com](mailto:customerservice@commodorebank.com)

**Please read the entire Agreement carefully before enrolling in the Service or initiating any transactions.**

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### **1. Scope of this Agreement**

This Agreement between you and Commodore Bank governs your use of our Online Banking and Bill Payment services (the “Service”). The Service permits our Customers to perform a number of banking functions on accounts linked to the Service through the use of a personal computer and the Internet.

### **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 accept these terms and conditions, you represent and warrant that you are an Authorized User acting with full authority, and that you are duly authorized to execute this Agreement.

You should print and/or save a copy of this Agreement for your records. To print, select the print button below or select the print function on your browser. To save a copy of this Agreement on your computer, select “File” and then “Save As” on your browser.

If you need help printing or saving this document, or if you have any questions about this Agreement, please contact our Online Banking Customer Service Department. Our contact information is listed at the top of this Agreement. You can obtain a paper copy of this Agreement at any time. Updates to this Agreement will be sent electronically as further described within this Agreement.

When you click on the “accept” button below, you agree to the terms and conditions of this Agreement. By accepting, you also certify that you are able and willing to accept the electronic version of this document.

If you do not agree to the terms of this Agreement and/or do not accept the electronic version of this document, select the cancel button and/or close the browser/application.

### **3. Definitions**

**Access ID** – means an Access Identification Code used to access the Internet Banking Service

**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).

**Affiliates**- means a company related by common ownership or control

**Agreement** - means these terms and conditions of the Online Banking and Bill Payment services.

**Authorized User** - is any individual consumer, agent, sub-user, sub-user administrator, focus customer or business customer whom you allow to use the Service or your passcode or other means to access your Eligible Account(s).

**Bill Payment Service Provider** – refers to the contractor, sub-contractor, or provider of our Bill Payment and Delivery services, iPay Bill Payments – API™.

**Biller** – is the person or entity to which you wish a Bill Payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

**Billing Account** - is the checking account from which all Service fees will be automatically debited.

**Business Day** - is every Monday through Friday, excluding Federal Reserve holidays.

**Business Customer** - Refers to anyone other than a Consumer who owns an Eligible account with respect to which the Service is requested primarily for business purposes.

**Business Day Cutoff** - Refers to the cut-off time for posting purposes. The cut-off time for online transactions is based upon our Business Days and the Eastern Standard Time Zone. For posting purposes, we will process all transactions completed by 2:00 p.m. EST on the same Business Day. Transactions completed after 2:00 p.m. EST will be processed on the following Business Day. Bill Payment cut-off and scheduling times differ and are further detailed in this Agreement.

**Consumer** – Refers to a natural person who owns an Eligible Account at this Financial Institution and who uses the Service primarily for personal, family, or household purposes.

**Due Date** - The date reflected on your Biller statement for which the Bill Payment is due. It is not the late date or grace period.

**Eligible Accounts** – An Eligible Account means any one of your account(s) to which we may allow access through the Service under this Agreement. Only a checking, or share draft account, 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.

You may request Internet access to any account that you are a single owner, primary or secondary owner. If you or your Authorized Users desire features of the Service that allow you to initiate Bill Payments, transfers, ACH transactions, or otherwise remove funds from an account, you must have the required withdrawal authority over the relevant Eligible Account.

When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service. If your account has not been accessed for a period of 90 days, it will be disabled. You will receive an email notification 10 days prior to it being disabled. After 180 days of inactivity, your online banking account will be deleted. Notification of your pending account deletion will be sent 10 days prior account deletion.

**Focus Customer** – individual who initially enrolls on behalf of a Business Customer. The Focus Customer is an individual who is both an authorized signer on an eligible Business Customer account and has been given the authority to establish and manage Sub-User access to the Internet Banking Service. The Focus Customer is considered to have full authority to act on behalf of the Business Customer and any other authorized signers. A Focus Customer can designate and remove Sub-Users and may assign certain administrative rights to a Sub-User.

**Joint Accounts** - If the Eligible 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 Access ID and Passcode are authorized unless we have been notified to cancel the Service. If joint account holders use individual Access IDs, the Service may be identified separately and you may be charged for the use of additional Access IDs. In some cases, if your account(s) require two signatures for withdrawal, we may only grant view privileges to your Eligible Accounts through the Service

**Laser Draft Payment** – A laser draft is also a paper check sent via U.S. Mail, but is drawn directly from your account when deposited by recipient. Billers should receive Laser Draft Payments no later than the Scheduled Payment Date. Funds remitted to the Biller are deducted from your Payment Account when the Laser Draft is presented to this Financial Institution for payment. As a result, neither this Financial Institution

nor its Service Provider(s) can control when your Payment Account will be debited for a Laser Draft Payment.

**Payment Account** - is the checking account from which Bill Payments will be debited. You must be a legal owner of any Payment Account registered for the Service.

**Payment Instruction** - is the information provided by you to the Service for a Bill Payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

**Scheduled Payment** - is a Bill Payment that has been scheduled through the Service but has not begun processing.

**Scheduled Payment Date** - is the day you want your Biller to receive your Bill Payment and is also the day your Payment Account will be debited (other than Laser Draft Payments, as described above), unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

**Service** – means the Online Banking, Bill Payment and Delivery services offered by Commodore Bank through its Service Providers.

**Service Provider** - includes any agent, licensor, independent contractor or subcontractor that this Financial Institution may involve in the provision of Online Banking, Bill Payment, and electronic Bill Delivery services.

**you and your** - As used within this Agreement, “you” and “your” refer to the person enrolling in the Service, owner of the eligible accounts, as well as any Authorized Users that such person allows, subject to the parameters of multiple user access as set forth within the Service.

**we, us, or our** – As used within this Agreement, refer to Commodore Bank and any agent, independent contractor, service provider, sub-contractor, licensor, designee, or assignee that Commodore Bank may involve in the provision of the Service.

## **4. Prerequisites for Enrolling in the Internet Banking Service**

In order to enroll in the Internet Banking Service:

- You must have an Eligible Account with this Financial Institution.
- Your account with us must be in good standing.
- You must be at least 18 years of age

- 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 Internet Banking Service.
- Some features of the Internet 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 Internet 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 Internet Banking Service and to retain a copy of this Agreement.

If we revise hardware and software requirements, and if there is a material chance that impact your ability to access the Internet 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.

## **5. 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 Internet Banking related disclosures in an electronic format. YOU also agree and represent that you have the necessary equipment for accessing the Internet 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 100 East Main Street, PO Box 460, Somerset, Ohio 43783
- Sending us a secure message through the Internet Banking Service, or
- By contacting us at this phone number: (740) 743-1349

You should refer to your initial and/or subsequent account disclosures for the fees, if any, associated with receiving paper statements.

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

As part of the enrollment process, we may ask if you want to receive electronic only versions of your account statements (e-statements). If you enroll for e-statements and then later decide that you want to receive paper statements, you can “opt-out” of electronic delivery on the “Statements” page within the Internet Banking Service. After your opt-out request is processed, you will begin receiving paper copies of account statements and additional charges may apply.

If you enroll for e-statements and then later close your accounts with Commodore Bank, your access to the Internet 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. Internet banking customers may request paper copies of disclosures such as this Internet Banking Agreement free of charge.

## **6. Basic Internet Banking Services**

The basic features currently available through the Service include:

- Complete Internet transactional detail and history for at least the current and prior statement
- Account Inquiries for balances, rates, etc.
- Copies of Account Statements for the three most recent statement cycles
- Transfers between your accounts at this Financial Institution
- Secure e-mails via the Service's messaging system
- Secure File Transfers
- View loan balances
- Payments to loans at this Financial Institution (except credit card accounts)
- Transaction downloads

Bill Payment services are optional. You can request Bill Payment privileges in the online enrollment process and/or you can add Bill Payment services at a later time by contacting us a secure message through the Service. Approved Bill Payment customers also have access to electronic Bill Presentment or Bill Delivery. Bill Payment customers also have access to the PopMoney Personal Payments Service. The PopMoney Personal Payments Service Terms of Use are set forth in Attachment 1 to this Agreement.

We may add or remove certain features and/or functionality available from time to time. You can use the 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. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control.

## **7. Other Basic Online Banking Features**

### **(A) Stop Payment Feature**

The stop payment feature within the Service is only for stopping payments on checks that you have written or for stopping pre-authorized electronic drafts that are deducted from your account. This feature is accessible in the "User Services" menu of the Online Banking Service and provides a means to securely forward your stop payment requests to us for processing.

Stop payment requests received through the Service will generally be processed within one (1) to two (2) Business Days. Therefore, if your request is urgent, we recommend that you contact our Bookkeeping Department directly via telephone or in person.

**The stop payment feature within the Service should not be used to cancel transfers and Bill Payments.**

There is typically a stop payment fee associated with this feature. Please refer to our fee schedule for additional information or contact us at 740.743.1349. Additional terms of acceptance or disclosures may apply on the stop payment service and these disclosures will be made at the time you complete the request. Additional information on stop payments is available in within the Service.

### **(B) Check Reorders, Address Change, Order Documents, Secure E-Mail & Secure File Delivery Services**

Additional features within the Service include: check reorders, secure emails for address changes, document requests, and secure file delivery. The submission of requests, such as those for address changes, document requests, or check reorders, will generate a secure email to this Financial Institution. Generally, requests received through the Service's secure e-mail feature will be processed within one (1) to two (2) Business Days. For urgent requests, we recommend that you contact our Bookkeeping Department.

We also offer a direct link for check reorders. This link will securely submit your reorder request directly to the check printer. In addition, in the User's Services menu, you can request Bill Payment services and the addition/ removal of Linked Accounts. The secure file transfer feature within the Service provides a means for you to forward files to this institution in a secure manner. There may be additional fees associated with some of these services, such as when you reorder checks through the Service. Fees will be disclosed in our fee schedule and/or at the time of your request.

### **(C) Mobile Remote Deposit Capture**

We also offer a service that allows a customer to take a picture of an eligible item for deposit into their deposit account within our mobile banking app. The images you transmit to us must be legible and legally endorsed. This service may be subject to both a monthly and daily limit on number and amounts of deposits we will accept.

When you Transmit an Image to us, you will still have possession of the original Eligible Item. In order to further prevent an additional submission of the original Eligible Item for payment, you will take the following steps: (1) before you Transmit an Image to us, you will endorse (write your signature or Business name and signature if you are a Business) on the back of the original Eligible Item followed by the words "for Commodore Bank mobile deposit" or as we otherwise tell you; (2) you will keep the original Eligible Item in a safe place until you see it in your account; and (3) after you see the deposit in your account, you will destroy the original Eligible Item by shredding it or cutting it up.

## **8. Commercial Internet Banking Services**

Additional online features may be available for Business Customers. These features may be subject to additional terms and conditions and/or fees.



- ACH Credit and Debit Origination
- Wire Transfer Requests
- Direct Deposit Originations
- EFTPS (Electronic Federal Tax Payment System)
- NACHA File Imports
- Balance Reporting
- Sub-User Administration
- Positive Pay (Check Reconciliation)

We may add or remove certain features and/or functionality from time-to-time. Business Customers interested in these services should contact us for additional information.

## **9. Fees**

**Basic Online Banking Service:** (view balances and account transfers) – No charge

**Bill Payment Fees:** - No Charge

For Business Customers, additional charges may apply for services such as: ACH Origination, EFTPS, Wire Transfers, or Nacha File Imports. These fees may vary and are subject to separate agreements.

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply.

You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

## **10. Requirements for Enrolling in the Service**

In order to enroll in the Service:

- You must have an Eligible Account with this Financial Institution.
- Your account with us must be in good standing.
- You must be 18 years of age or older.
- You must be a resident of the United States or its possessions.

- You must have a computer and Internet browser that will support 128 bit encryption.
- 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.

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

If we revise hardware and software requirements, and if there's a material chance that the changes may impact your ability to access the 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.

## **11. Enrollment Process**

You must complete the enrollment process to use the Service. You can enroll for the Service on the Internet or you can enroll in any of our offices.

The Internet enrollment process involves completing a secure online application that we will use to verify your identity. You will also choose your Access ID and Passcode during the enrollment process.

When you enroll for the Service, you agree to provide true and accurate enrollment information. Our staff will verify the information you submit for accuracy and proper authorizations. If the information you provide during the enrollment process exactly matches the current account information, you may receive immediate access to view accounts through the service. Bill payment, transfer capabilities, and business/commercial service authorizations will be processed within 1 or 2 business days.

## **12. Linked Accounts**

When you first enroll for the Basic Internet Banking Service we will link all of your designated Eligible Accounts to one Access ID. If you want to limit the accounts linked or the privileges assigned to an account, please contact us at (740) 743-1349 or send us a secure email message through the Service.

With the exception of sole proprietors, Business Customers may NOT link personal Consumer accounts to the Service.

If the Eligible 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 Access ID and Passcode are authorized unless we have been notified to cancel the Service.

If joint account holders use individual Access IDs, the Service may be identified separately and you may be charged for the use of additional Access IDs. In some cases, if your account(s) require two signatures for withdrawal, we may only grant view privileges to your Eligible Accounts through the Service.

### **13. Signature Requirements**

When any online transfer, ACH, external transfer, wire transfer request or other Payment Instruction is initiated through the Internet 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 Internet Banking Service. If your account(s) require two signatures for withdrawal, we may only grant view privileges to your Eligible Accounts through the Internet Banking Service

Authorized Users of Business Customers that may be assigned payment or transactional capabilities through the Internet 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 FI by calling us at (740) 743-1349. You may also write us at: 100 East Main Street, PO Box 460, Somerset, Ohio 43783.

### **14. Account Balances**

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the 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 Service are updated periodically and the Service will display the most current "as of" date on the "accounts" summary page. There may be situations that cause a delay in an update of your balances. The 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 through the Service; however, you can edit or change a transfer that is still “pending”.

In order to cancel or change a pending transfer, use the following procedures:

1. Log in and make edits to the appropriate transaction.
2. Edits must be made before 2:00 p.m. EST for transfers scheduled to be processed the same Business Day
3. You may edit a pre-scheduled (future dated/automatic) transfer any time before 2:00 p.m. EST on the Business Day before the scheduled transfer 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 or approved transaction after-cut-off time, please contact us immediately; although in these situations, we may not have sufficient time to stop the transfer from further processing.

Separate agreements with Business Customers will detail the required time-frames for submitting and making changes to ACH transactions.

## **16. Canceling or Changing Wire Transfer Requests**

Business Customers may be authorized for online wire transfer services, In these situations, separate agreements will detail wire transfer limits and the required time-frames for submitting and making changes to these types of transaction requests.

If you have been approved for wire transfers, you may edit or delete these types of transactions prior to “approving” the transactions. You may only edit or “unapprove” a pending wire request or ACH batch transaction prior to the scheduled payment or settlement date.

When a wire transfer request is approved for the current date, it is transmitted to us immediately for processing. If a change is necessary, you must contact us **immediately**; in these situations, we may not have sufficient time to stop transaction from further processing. Wire requests received through the service after 2:30 p.m. EST will be processed on the next business day.

## **17. Bill Payment and Transfer Limitations**

You may use the 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 to cover the amount of any online transfers and

Bill Payments on the scheduled payment date set for the transaction, or the transaction may not be processed. NSF and/or overdraft charges may be incurred if Bill Payments 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. 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 or Share Draft accounts, therefore this financial institution currently limits the Bill Payment Service to only Checking or Share Draft Accounts.**

**18. Bill Payment Terms and Conditions**

**(A) Bill Payment Scheduling**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the Service

when you are scheduling the Bill Payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller.

When scheduling Bill Payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

**(B) The Bill Payment Service Guarantee**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. Except as expressly stated otherwise within this Agreement, this Financial Institution and/or its Service Providers will bear the responsibility for any late payment related charges up to \$50.00 should a Bill Payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under “Bill Payment Scheduling” in this Agreement.

**(C) Payment Authorization and Payment Remittance**

By providing the Service with names and account information of Billers 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 Biller directives.

When the Service receives a Payment Instruction, you authorize our Bill Payment Service Provider to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize our Service Provider to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another Authorized User of the Service.

**(D) Payment Methods**

Our Bill Payment Service Provider reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a Laser Draft Payment.

**(E) Payment Cancellation Requests**

You may cancel or edit any Scheduled Payment (if processing has not begun) by following the directions within the Service. There is no charge for canceling or editing a Scheduled Payment. However, once the Service has begun processing a Scheduled Payment it cannot be cancelled or edited, therefore a stop payment request must be submitted, as described within this Agreement.

**(F) Bill Payment Stop Payment Requests**

You may 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 and a stop payment request must be submitted.

We must have a reasonable opportunity to act upon any stop payment request made after payment processing has begun. The ability of this Financial Institution and its Service Provider to process a stop payment on a Bill Payment request that is already in process will depend on the payment method and whether or not the payment has cleared.

If you need to place a stop payment request on any Bill Payment that has already been processed, you must contact our Customer Service department immediately at (740) 743-1349.

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 EFTs.

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

If we complete a stop payment request on your behalf, Bill Payment privileges may be suspended pending recovery of funds by our Service Provider(s).

**(G) Returned Payments**

In using the Service, you understand that Billers and/or the United States Postal Service may return Bill Payments to our Service Provider for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. Our Service Provider will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service of returned payments.

**(H) 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. Through your enrollment in the Bill Payment Service; you agree that this Financial Institution and its Service Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that this Financial Institution and its Service Providers reserve the right to obtain financial information regarding your account from a Biller or your Financial Institution (for example, to resolve payment posting problems or for verification). Requests for Bill Payment privileges are granted at this Financial Institution's discretion and may be revoked at any time for any reason, including account abuse.

**(I) Prohibited Payments**

Payments to Billers outside of the United States or its territories are prohibited through the Service. Payments to Internet gambling sites are also prohibited through the Service.

**(J) Exception Payments**

Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and are scheduled at your own risk. In no event shall this Financial Institution or its Service Provider(s) be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Payment Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. Research of exception payments shall be limited to proof of payment and/or unauthorized payments only. All other research and resolution for any misapplied, mis-posted or misdirected exception payments will be your sole responsibility.

**(K) Biller Limitation**

We reserve the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

**(L) Failed Transactions**

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



- You will reimburse our Service Provider immediately upon demand the transaction amount that has been returned;
- For any amount not reimbursed to the Service Provider within fifteen (15) days of the initial notification, a late charge may be assessed each month against unpaid amounts equal to 1.5% or the legal maximum, whichever rate is lower;
- You will reimburse our Service Provider for any fees, it may incur in attempting to collect the amount of the return from you; and
- Our Service Provider is authorized to report the facts concerning the return to any credit- reporting agency.

## **19. Bill Delivery and Presentment**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

### **(A) Information Provided to the Biller**

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 electronic Biller. Any changes will need to be made by you; contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller 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 Biller, provide to the Biller your e-mail address, Service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

### **(B) Activation**

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

### **(C) Notification**

Our Bill Payment Service Provider will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, 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 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 Biller to Biller. You are responsible for ensuring timely payment of all bills.

**(D) Cancellation of Electronic Bill Notification**

The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Our Bill Payment Service Provider will notify your electronic Biller(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 electronic bills that are already in process at the time of cancellation.

**(E) Non-Delivery of Electronic Bill(s)**

You agree to hold harmless, this Financial Institution and its Service Providers should the Biller 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 Biller directly.

**(F) Accuracy and Dispute of Electronic Bill**

Neither this Financial Institution, nor its Service Providers are responsible for the accuracy of your electronic bill(s). This Financial Institution and its Service Providers are only responsible for presenting the information received from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

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

**20. 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 Service.

**(A) Disclosure of Account Information to Third Parties**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY 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 a third party, such as a credit bureau or Biller;
- 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.

## **21. Internet Security**

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

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

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

- You should carefully select a Passcode that is hard 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. The “Help” link within the Service will offer tips on choosing a secure Passcode that you can remember.
- Keep your Passcode safe.
- Memorize your Passcode and do **NOT** write it down.
- You should also change your Passcode occasionally, such as every 90 days.

- A Passcode should be changed immediately if you suspect that your Passcode has been compromised. This can be done at any time from the “User Services” menu after you log on to the Service.

When you enroll for the Internet Banking Service you agree to change your Passcode immediately if you suspect that your Passcode has been compromised. This can be done at any time from the “User Services” menu after you log on to the Internet Banking Service.

**Neither this Institution nor its Service Providers will contact you by telephone, email or text messaging requesting personal information, such as your Access ID, Passcode, credit card number, 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 bank staff immediately.**

*Encryption* – The Internet Banking Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Internet banking. Your browser automatically activates this technology when it attempts to connect to our Internet Banking Service. The Internet 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 Internet Banking Service have been certified by a certificate authority to assure you that you are actually talking to the Internet Banking Service instead of someone pretending to be us. By clicking on the lock within the Internet Banking Service, you can view the certificate to ensure it’s valid.

*Cookies* - During your use of the Internet Banking Service, our Internet 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 an Access ID and Passcode for each individual transaction. You must accept this cookie to use the Internet 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 Internet 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.

*Additional Security Guidelines:*

- All Authorized Users should sign-off after every Service session; however, online sessions will automatically end after ten (10) minutes of inactivity. This to protect you in case you accidentally leave your computer unattended after you log-in.
- The security of public computers (e.g. in a library, or Internet café) cannot be assured; therefore we recommend that you refrain from accessing the Service on a public computer.
- Routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or spyware may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit sensitive data to another third party or transmit a virus to other computers.
- Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- 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 Service.

## **22. Protecting Your Passcode**

When you or your Authorized Users accept the terms and conditions of this Agreement, you agree not to give or make available your Passcode or other means to access your account to any unauthorized individual(s). You are responsible for all transactions authorized or requested though the Internet Banking Service using a valid

Access ID and Passcode, including those situations when your Access ID and Passcode are obtained due to compromise to your computer. If you permit other persons to use the Internet Banking Service with your Passcode, or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your Passcode or other means to access your account has been lost or stolen or that someone may attempt to use the Internet Banking Service without your consent or has transferred money without your permission, you must notify us at once by calling (740) 743-1349 during customer service hours. You can also contact us by sending a secure message through the Internet Banking Service.

If you or your Authorized users disclose your Passcode to anyone, and/or if you allow someone to use your Passcode to access your accounts, you are authorizing them to act on your behalf and you will be responsible for any use of the Internet 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 Passcode 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. Our Liability for Failure to Complete Transactions**

We will use commercially reasonable efforts to make all your transfers and Bill Payments properly. 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:

1. If, through no fault of ours, your Eligible Account(s) and/or Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account (if applicable);
2. The 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;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller;
4. Your Eligible Account(s), including either your Payment Account or Billing Account, is closed;

5. If your computer, software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transfer or Bill Payment;
6. It can be shown that the Biller received the Bill Payment within the normal delivery timeframe and failed to process the payment through no fault of ours;
7. The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
8. We have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
9. Circumstances beyond control of the Service, our Service Providers, and this Institution (such as, but not limited to, fire, flood, or interference from an outside force) 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 the Service causes an incorrect amount of funds to be removed from any of your Eligible Account(s), or Payment Account, or causes funds from your Payment Account to be directed to a Biller, 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 Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

#### **24. Documentation And Verification Of Payments And Transfers**

Information regarding Online Banking and Bill Payment transactions will be reflected on the account detail in the Service and in your regular monthly account statement(s).

#### **25. Provisions Applicable Only to Consumer and Sole Proprietors 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:

1. Telephone us at (740) 743-1349 during customer service hours;
2. Contact us by using the secure messaging feature within the Service; or
3. Write to us at 100 East Main Street, PO Box 460, Somerset, Ohio 43783

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 Service account number(s), and Access ID;
- 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 90 days to investigate your complaint or question. We may take up to 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. The Service 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 Access ID or Passcode has been lost or stolen. 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 consumer customers tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00.

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. Additional Provisions Applicable Only To Business Customers**

### **(A) Protecting Your Account**

The Service will allow Business Customers to establish individual Access IDs, Passcodes and privileges for each Authorized User. Transaction history is maintained for each Access ID.

Business Customer(s) will be solely responsible for designating 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**

Sub-User Administration is an optional service for Business Customers that may be activated at any time after your initial enrollment. The Business Customer shall be solely responsible for designating both the Focus Customer and Sub-User Administrator.

A Sub-User Administrator may further authorize other individual Sub-Users who may be granted full or limited online access to the Eligible Accounts, and may also be granted full or limited access to originate ACH transactions and/or wire transfers. Dual control should be established to help regulate the actions of multiple Sub-Users.

For security and auditing purposes, each Sub-User should be assigned separate Access IDs and Passcodes. All cash management activity is tracked at the Focus Customer level and is viewable by both the Sub-User originator and Focus Customer in the online history. Internal transfers are tracked for each Access ID.

A Sub-User Administrator inherits the privileges assigned to the Focus Customer. Notwithstanding the foregoing, please note that a Sub-User Administrator has the ability to remove, change or otherwise alter the restrictions or limits placed upon their rights by the Focus Customer.

The Focus Customer or Sub-User Administrator will need to provide the Access ID and temporary Passcode to each new Sub-User. The temporary Passcode will be used to gain access to the Internet Banking Service initially. After the Sub-User's initial log on, they will be prompted to set up their own unique Passcode, known only to them, for future use of the Internet Banking Service.

Business Customer understands that there may be a charge for multiple Sub-Users. You agree to pay all such charges and authorize us to deduct such charges from your business account and any additional charges that may be incurred by you. Any fees

associated with your standard business deposit account(s), as described in our fee schedule will continue to apply.

### **C. ACH Origination**

Authorized Users of Business Customers who have been approved for ACH Origination privileges may edit, delete, or “un-approve” ACH transactions prior to the scheduled date for the transaction. Separate agreements will detail the required time-frames for submitting and making changes to ACH transactions.

If ACH batch transactions have been approved and submitted to us for processing, you must contact us immediately if any changes are necessary after the designated cut-off time. In these situations, we may not have sufficient time type to stop the transactions from processing before the schedule payment date.

### **D. Business Customer Liability**

BUSINESS CUSTOMER REPRESENTS AND WARRANTS THAT IT’S AUTHORIZED USERS and sub-Users HAVE THE APPROPRIATE AUTHORITY TO INITIATE TRANSACTIONS THROUGH THE INTERNET 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 INTERNET BANKING SERVICE BY IT OR ON ITS BEHALF.

BUSINESS CUSTOMER AUTHORIZES THIS FINANCIAL 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 ACCESS ID AND PASSCODE 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 INTERNET BANKING SERVICE OR ELIGIBLE 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 AN ACCESS ID AND PASSCODE 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 COMMODORE 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 Passcodes secure and strictly confidential;
- Immediately notify us and select a new Passcode if you or your Authorized Users believe your Passcodes may have become known to an unauthorized person.

We may disable Passcodes of Authorized Users even without receiving such notice from you, if we suspect Passcodes are being used in an unauthorized or fraudulent manner.

Business Customers shall be solely responsible for the development and implementation of all commercially reasonable security procedures to protect their computer systems used to access the Internet 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 Internet Banking Service using a valid access id and passcode.

#### **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 commercially 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 Internet Banking Service, including procedures to protect the confidentiality of your Access ID and Passcode and the same for your

Authorized Users. You agree to notify this Financial Institution in the event that your use of the Internet Banking Service would necessitate or be better served by a level of security that exceeds that offered by the Internet Banking Service. If you fail to notify this Financial Institution, you acknowledge and agree that the security aspects of the Internet Banking Service are appropriate for your needs and will provide you with a commercially 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: (740) 743-1349 during customer service hours;

Write us at: 100 East Main Street, PO Box 460, Somerset, Ohio 43783

#### **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 [Please Note: time-frame may be shorter. This is established by the UCC and applicable State law] after you have received notice of an unauthorized or erroneous transaction, Commodore 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.

Commodore Bank and its Service Providers shall have no liability to you for any unauthorized transactions made using your Passcode 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 COMMODORE 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 IN 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 COMMODORE BANK and its Service Providers under this Agreement. The terms of this section will survive termination of this Agreement.

#### **1. Indemnification**

Business Customer(s) and its Authorized Users will defend, indemnify and hold harmless Commodore 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 Commodore 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 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 Service's more recent revisions and updates.

## **28. 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, and privacy notices. The equipment necessary for accessing these types of disclosures electronically is described within this Agreement in Section 8.

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 Service and for viewing electronic disclosures.

You may change the method of delivery at any time (e.g., from electronic format to paper format) by contacting us at:

[customerservice@commodorebank.com](mailto:customerservice@commodorebank.com)

740.743.1349

Additional fees for paper copies of account statements may be imposed depending on the type of account you have and/or the reason and frequency of your requests for paper copies.

You should print or save a copy of all disclosures delivered electronically.

“If you enroll for the Service in one of our office locations, we will send you an e-mail and ask you to confirm your ability to access the Service and related its related online disclosures. We may ask you to confirm by sending us a secure message through the Service. “

## **29. Address, E-mail, or Payment Account Changes**

When you enroll in the Service, we may send you a “Welcome” e-mail. We will also send you e-mails and/or secure messages through the Service regarding important Internet 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 either within the Service in the User Services menu or by contacting our Bookkeeping Department at (740) 743-1349.

Any changes to your Eligible Account(s), Payment Account, or Billing Account should also be made in accordance with the procedures outlined above.

We are not responsible for any Bill Payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

### **30. Service Termination, Cancellation, or Suspension**

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

Any Bill Payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Bill Payments, including automatic payments, will not be processed once the 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 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 canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Internet Banking or Bill Payment activity for a period of 12 consecutive months, accessibility may 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 Bookkeeping Department.

### **31. Exclusions of Warranties and Limitation of Damages**

THE 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 Service is secure, we cannot and do not warrant that all data transfers via the Service will be free from monitoring or access by others.

You are solely responsible for the maintenance, installations, and operation of your computer. Neither This financial institution nor its service providers shall be responsible for any delays, errors, deletions, or failures that occur as a result of any malfunction of your computer or software.,

THE FOREGOING SHALL CONSTITUTE COMMODORE BANK AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL COMMODORE 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 SERVICE.

### **32. No Unlawful or Prohibited Use**

As a condition of using the Internet Banking Service, you represent and warrant to us that you will not use 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 Internet 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.

### **33. 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.

### **34. 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.

### **35. 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.

**36. Disputes**

In the event of a dispute regarding the 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.

**37. Waiver of Trial by Jury**

**The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements or actions of the parties. This provision is a material inducement for the parties entering this Agreement.**

**38. 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 Commodore Bank and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

**39. 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 Ohio, without regard to its conflicts of laws provisions; provided, however, that any dispute solely between you and our Bill Payment Service Provider shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions.

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## Terms of Use

The following terms of use apply to your use of the Popmoney Personal Payment Service. This feature is for scheduling at your option personal payments to individuals from your bill payment service using the Popmoney Personal Payments Service (the “Service”). These terms and conditions apply to your use of the Service and the portion of the site through which the Service is offered.

### **1. Definitions Applicable to Popmoney Personal Payment Service**

Capitalized terms in these Terms and Conditions shall have the same meaning as set forth in **Internet Banking and Bill Payment Agreement** unless defined otherwise as set forth in this section.

**Payment Instruction** – is the information provided by the Service for a payment to be made (such as, but not limited to, name, telephone number, and email address).

**Receiver** – is a person or entity that is sent a payment through the Service.

**Sender** – is a person or entity that sends a payment through the Service.

**Site** – means the **Commodore Bank** website through which the Service is offered to you within Bill Payment.

**Transaction Account** – means the transaction account from which your payment as a Sender will be debited, your Popmoney service fees will be automatically debited, or to which payment and credits to you will be credited through the Service.

### **2. Receipts and Transaction History**

You may view at least six months of your transaction history by logging into your account and looking at your account transaction history. You agree to review your transactions by this method instead of receiving receipts or periodic statements by mail.

### **3. Prohibited Payments**

The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block and/or reverse such payments:

- a. Payments to or from persons or entities located outside of the United States and its territories; and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 4 below; and
- d. Payments related to: tobacco products, prescription drugs and devices, narcotics, steroids, controlled substances or other products that present a risk to consumer safety, drug paraphernalia, ammunition, firearms, or firearm parts or related accessories, weapons or knives regulated under applicable law, goods or services that

encourage, promote, facilitate or instruct others to engage in illegal activity, goods or services that are sexually oriented, goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime, goods or services that defame, abuse, harass or threaten others, goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent, or discourteous, goods or services that advertise, sell or solicit others, goods or services that use the Site for commercial purposes of any kind other than to facilitate a transaction on the Popmoney Service, goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; and.

e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and

f. Payments relating to transactions that support pyramid or ponzi schemes, matrix programs, other “get rich quick” schemes or multi-level marketing programs, are associated with purchases of real property, annuities, or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, are for the sale of items before the seller has control or possession of the item, constitute money-laundering or terrorist financing, are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges or check cashing, or provide credit repair or

g. Tax payments and court ordered payments.

h. In addition to the above referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization.

In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be the sole responsibility of the Sender and not ours. We encourage you to provide notice to us by the methods described in section 25 of the **Internet Banking and Bill Payment Agreement** above of any violations of this section or the Terms of Use generally.

#### **4. Acceptable Use**

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and

our service providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: violate any law, statute, ordinance or regulation; promote hate, violence, racial intolerance, or the financial exploitation of a crime; defame, abuse, harass or threaten others; include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; impose an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without any prior written permission; constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in section 25 above of any violations of this section or the Terms of Use generally.

## **5. Payment Authorization and Payment Remittance**

a. By providing us names and/or telephone numbers and/or email addresses and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service.

b. When we receive a Payment Instruction from you, you authorize us to debit your sending Transaction Account and remit funds on your behalf. You also authorize us to credit your receiving Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payments(s) or cancelled and returned to you because the processing of the payment transaction could not be completed. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers.

c.. Once registered, you as a Receiver authorize us to credit your Transaction Account for payments remitted to you on behalf of a Sender without further approval from you. You agree that we will not be liable in any way for any payments that you

may receive, regardless of whether you authorized the Sender to send them to you. If you do not register, then funds will not be transferred to you from the Sender's Transaction Account, and the payment transaction will be cancelled.

d. We will use reasonable efforts to make all your payments properly. However, we shall incur no liability if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account.

2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;

3. The payment is refused as described in section 7 below.

4. You have not provided us with correct information, including but not limited to the correct Payment instructions or Transaction Account information, or the correct name and email address or phone number of the Receiver to whom you are sending a payment; and/or

5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

e. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment instructions and name, telephone number and/or email address that the Sender enters for the Receiver to whom you are sending the payment transaction), and for informing us as soon as possible if they become aware of that this information is inaccurate. Neither the Sender nor Receiver may use a P. O. Box as a postal address. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

## **6. Payment Methods and Amounts**

We may, at our sole discretion, impose limits on the amount of money you can send or receive through our Service. We also reserve the right to select the method which to remit funds on your behalf, and the method to return funds to you in the event that your Transaction Account is closed or otherwise unavailable to us. These payment

methods may include, but may not be limited to, an electronic payment or an electronic to check payment.

## **7. Payment Cancellation Requests, Stop Payments and Refused Payments**

Sender may cancel the initiation of a payment transaction or stop a payment transaction at any time until the processing of the transaction into the Receiver's account has begun. Our ability to stop a payment transaction or recover funds associated with an unauthorized payment transaction will depend on the manner in which the payment transaction was initiated and whether the transaction to the Receiver's account has begun processing. We will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized transaction; we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within 14 (fourteen) days after contacting customer care. Payments not claimed by a Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When you initiate a transaction, the Receiver is not required to accept the transaction. You agree that you as the Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not accept a transaction initiated or attempted through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited or denied payment transaction to your eligible Transaction account or use other reasonable efforts to return such payment to you as permitted by law.

## **8. Mobile Phone Users**

Your phone service provider is not the provider of the Service. Users of the Service may receive text messages relating to their payment and other notices. You will receive text messages related to your payment transactions from time to time. Data and messaging charges from your telecommunications provider may apply, and you are responsible for such charges. In the event your enrolled mobile or cellular device is lost or stolen, you agree to update your information and make the appropriate changes to disable the use of such devices. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions about mobile service, you may send a text message with the word "HELP" to this number: 767666. To stop receiving text messages on your mobile phone, text "STOP" to this number: 767666.

## **9. Taxes**

It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether

taxes apply to your transaction, or for collecting, reporting, remitting, any taxes arising from any transaction.

#### **10. Service Fees and Additional Charges**

Applicable fees will be disclosed in the user interface for or elsewhere within the Service. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fee associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

#### **11. Refused Payments**

We reserve the right to refuse to pay any Receiver. We will notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

#### **12. Intellectual Property**

“Popmoney” is a trademark of CashEdge Inc or its affiliates. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all Popmoney page headers, custom graphics, button icons, and scripts are our service provider’s service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and

you warrant that all so-called “moral rights” in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

### **13. Links and Frames**

Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not “frame” material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

### **14. Remedies for Breach**

If we have reason to believe that you have engaged in any of the prohibited activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site, and/or use of the Service for any reason and at any time.

### **15. Disputes**

In the event of a dispute regarding the Service, you and we 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 us and you, which supersedes any proposal or prior agreement, oral or written, and any other communications between us and you relating to the subject matter of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or



contractor of ours (including but not limited to its customer care personnel), the terms of this Agreement will prevail.

## **16. Arbitration**

**For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services (“JAMS”), the American Arbitration Association (“AAA”), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and the judgment there may be entered in any court of competent jurisdiction. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration.**

## **17. Law and Forum of Disputes**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. You agree that any claim or dispute you may have against us (other than those which are arbitrated under section 35 above) must be resolved by a court located in Gwinnett County, Georgia. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims or disputes. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

## **18. Release**

If you have a dispute with one or more other users of the Site or the Service, you release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. In addition, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

**19. Exclusion of Warranties**

THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

**20. Limitation of Liability**

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR

CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 14 AND 15 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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**Proceed with Enrollment for the Service.**

By clicking on the "I agree" button below you represent that you are the owner of an Eligible Account to be enrolled in the Service and/or have been authorized by the owner to enroll for the Service. Clicking on the "I Agree" button also indicates your acceptance of the terms and conditions of this Agreement in this electronic format. (If you do not agree, choose cancel below.)

If you click “cancel” you can still enroll at a later time by completing an application in one of our offices. You will still be asked to accept the terms and conditions of this Agreement.