

# Clinton Bank

## Online Banking Agreement & Disclosures

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### A. What the Agreement Covers

Please read the following terms and conditions carefully. This Online Banking Agreement and Disclosure ("Agreement") contain terms and conditions governing use of online banking services known as Online Banking Services ("Online Banking Services"). If I am using Online Banking Services solely for business purposes, certain provisions of this Agreement will not apply to me because such provisions only apply to Bank's customers who establish accounts primarily for personal, family or household purposes ("Consumer Customers"). Online Banking Services provides access to my Deposit Account(s), and any other Bank accounts via the Internet, and for certain Online Banking Services, via a Mobile Device that allows text messaging, or a mobile phone, mobile device, or wearable device equipped with an Internet web browser. This Agreement also includes certain disclosures required by the Electronic Funds Transfer Act ("Act") and Bureau of Consumer Financial Protection ("Bureau") Regulation E regarding Consumer Customer Deposit Accounts. These Provisions apply to me if I am a Consumer Customer. By accepting this Agreement, I also understand I may be given an option to receive all the disclosures required pursuant to the Act or Regulation E in electronic form.

### B. Review and Acceptance of Agreement

By utilizing the Clinton Bank's Online Banking Services, I agree to the terms and conditions stated below and all terms, conditions and disclosures provided to me regarding these services and my Deposit Account(s). I agree to have a legal and/or moral obligation by these terms and conditions and accept them in full. These terms may be modified by Clinton Bank at the Bank's discretion, and such notification will be posted to the Bank's website. The Bank recommends that I print a copy of this Agreement for my records.

### C. Relation to Other Clinton Bank Agreements

My Deposit Account(s), Loan Account(s) or any other accounts accessed through Online Banking Services continue to be governed by any applicable depository, loan, or other agreement. I understand that my execution of this Agreement does not alter any terms and conditions of other agreements governing my Bank accounts unless expressly altered herein. In addition, the use of the Website is governed by the "Terms and Conditions of Use" for the Clinton Bank Site ("Clinton Bank Site" is defined below). The Clinton Bank **Customer Privacy Policy Notice** provides the information required under the Bureau's Regulation P concerning customer privacy, and I understand that the Bank may initiate communications to me via mail, email, and short message service ("SMS") text messaging for any purpose within the limits of Bank's Customer Privacy Policy Notice and this Agreement. I understand that these agreements and statements are available for my review at [www.clintonbankky.com](http://www.clintonbankky.com), and I acknowledge that I should read and understand these related agreements and statements before I use Online Banking Services.

#### **D. Compliance with all Laws**

I AGREE NOT TO USE ONLINE BANKING SERVICES TO INITIATE ANY TRANSACTIONS THAT VIOLATE ANY LAWS OF THE STATE OF KENTUCKY OR THE UNITED STATES. I understand that it is my responsibility to use Online Banking Services in compliance with all applicable laws, rules and regulations, including, without limitation, any export controls, including, but not limited to my responsibility to comply with control by the United States of the export of products and information containing encryption technology. I acknowledge and agree that I must comply with such export control laws and I agree not to export or re-export any encryption technology related to or within Online Banking Services to countries or persons prohibited under applicable law. By using the Online Banking Services, I represent that I am not in a country where such export is prohibited. This paragraph shall not be construed to mean, and Bank hereby disclaims any such representation, that any content or use of the Online Banking Services is appropriate or available for use in locations outside of the United States. Accessing the Online Banking Services from locations where its contents or use is illegal is prohibited by Bank. If I choose to access the Online Banking Services from locations outside the United States, I understand that I do so at my own risk and that I am responsible for compliance with any applicable local laws.

#### **E. Definitions**

In addition to those terms defined within the body of this Agreement, the terms listed below have defined meanings for the purposes of this Agreement:

"Account(s)" means the checking, savings, money market, certificates of deposit and/or individual retirement accounts that I have established at Bank.

"Available Balance" means the balance in my Deposit Account after deducting (1) deposits that are not yet eligible for withdrawal under Clinton Bank's funds availability rules, (2) debit card or other transactions that Clinton Bank is legally obligated to pay or has already paid out in cash, (3) other pending transactions such as Automated Clearing House ("ACH") transactions, (4) any funds that are subject to final payment and (5) any holds on my Deposit Account, such as holds on funds to comply with court orders or other legal requirements.

"Bank" and "Clinton Bank" is the depository institution holding my accounts accessed and providing Online Banking Services under this Agreement.

"Bill Payment Services," "Bill Payment," or "Payment(s)" means the online or mobile services by which I direct Bank to debit my account(s) and transfer funds to a Payee.

"Business Day(s)" means any day excluding Saturday, Sunday and legal Bank holidays.

"Check" means any written order to pay a specific amount of money drawn on, payable through or at, or processed by, a bank or other depository institution. If a check is sent or returned as an electronic image or as a Substitute Check, it is still considered a check.

"Consumer Customer" means a natural person who establishes a Deposit, Loan or other Account primarily for personal, family, or household purposes.

"Debit Card" refers to my Clinton Bank ATM Card, Personal Debit Card, Health Savings Account Debit Card, or Business Debit Card.

"Deposit Account(s)" means the checking, savings, money market, certificates of deposit and/or individual retirement accounts that I have established at Bank.

"Electronic Funds Transfer" or "Transfer" means any transfer of funds initiated through Online Banking Services for the purpose of ordering, instructing or authorizing Bank to debit or credit any of my Deposit Account(s).

"I," "me," "my," and "myself" refers to each Clinton Bank Account holder and to each person who uses Online Banking Services for that account with the Account holder's permission.

"ISP" refers to your Internet Service Provider.

"Loan Account(s)" means any loan or line-of-credit accounts that I have with Bank.

"Mobile Banking Services" means the Online Banking Service that allows me to perform certain services of the Online Banking Services via my Mobile Device.

"Mobile Device" means a mobile telephone, tablet, wearable device or other mobile device capable of sending and receiving SMS text messages and/or accessing the Internet via a web browser.

"Online Banking Services" means the online banking services provided to customers by Bank.

"PC" or "Computer" means your personal computer which enables you, with the Internet browser and ISP, to access your online account.

"Payee" means any individual, business or other entity that I designate for transfer of funds or Bill Payment, and who Bank accepts as Payee.

"Schedule" refers to any document specifying rates, fees or transaction limits pertaining to the Account in question, including, but not limited to, a Truth in Savings, Time Certificate of Deposit, Confirmation of Time Deposit, or any schedule setting forth Clinton Bank fees, limits or both.

"Site" or "Website" means the Clinton Bank website located at [www.clintonbankky.com](http://www.clintonbankky.com).

"Substitute Check" means a paper reproduction of an original check with an accurate, legible image of the front and back of the original check and that conforms to the standards established by the Federal Reserve Board.

"Transaction(s)" means any action I initiate, request or conduct using Online Banking Services, including but not limited to any Electronic Funds Transfers.

## **F. Description of Online Banking Services**

Online Banking Services may allow you to:

- View account balances and available funds
- View posted and pending transactions on your account
- View checks and deposits images
- View loan balances and transactions
- Make loan payments
- Transfer funds between your internal accounts on either a one-time or recurring payment to an installment loan or mortgage
- Pay bills as defined by the capabilities of the bill payment services
- View account statements
- Export statements
- Setup and view account alerts and notifications

## **G. Using Online Banking Services**

### **a. Security and Passwords**

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

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

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the bank immediately at (270) 653-4001 between the hours of 8:30 a.m. and 4:00 p.m.,

Monday through Thursday, Friday 8:30 a.m. and 6:00 p.m. and Saturday 8:30 a.m. and 12:00 p.m. Telephoning the bank is the best way of minimizing your losses and liability.

If you believe your password has been lost or stolen, please use the password change feature within online banking services to change your password.

#### **b. Online Banking Services Hours and Availability**

Clinton Bank's online banking services are available to you 24 hours a day, seven days a week. However, availability of services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software. Availability of services also depends on your internet service provider.

### **H. Details Regarding Online Banking Services**

#### **a. Bill Payment Service**

The Bill Payment service permits you to use your Internet-enabled device to direct payments from your designated online bill payment account to third parties you wish to pay. You may use multiple accounts for your bill payment activity. Through the Bill Payment service, you can pay bills to businesses or individuals.

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

#### **Scheduling Payments**

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

You may choose to schedule payments to recur in the same amount at regular weekly, monthly or semi-monthly intervals. When you create a new payee in the Bill Payment service, it takes two (2) business days to set up the payee to receive payments. You should schedule a payment to a new payee at least ten (10) business days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee.

For all subsequent payments, you agree to allow at least four (4) to ten (10) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on

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

### **No Duty to Monitor Payments**

The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Bank will not be liable in any way for damages you incur for any of the following reasons:

- insufficient funds in your bill payment account to make the payment on the processing date;
- delays in mail delivery;
- changes to the payee's address or account number unless we've been advised of the change in advance;
- the failure of any payee to correctly account for or credit the payment in a timely manner, or
- any other circumstances beyond the control of the Bank.

If the session during which you schedule a payment or transfer ends by 5:00 p.m., the Bank will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the Services, the time recorded by the Online Banking service will be considered the official time of the transaction.

If your bill payment account does not have sufficient funds to make a payment as of the date the payment is debited to your account, the Bill Payment service will automatically block future transactions until the account has sufficient funds to make the payment. The Bank will attempt to notify you by e-mail or U.S. Postal Mail, but the Bank shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your account to process a payment. In all cases, you are responsible for either contacting the Bank at (270) 653-4001 to either make alternate arrangements for the payment or reschedule the payment through the Bank. In the case of fixed payments, only the payment currently scheduled will be impacted. Fixed payments scheduled for future dates will not be affected.

### **Cancel or Change Payment Instructions**

Payments must be changed or canceled using the Service prior to 5:00 p.m. on the business day the transaction is scheduled to be initiated. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payment orders whether oral, written, or electronic, will be in effect for a period of six (6) months. If requested by the Bank, you will confirm any

stop payment order in writing. After six (6) months, any stop payment will terminate and must be renewed in order to continue in effect. The Bank may pay any item that is presented following the lapse of any stop payment order.

### **No Signature Required**

When any payment or other online Service generates items to be charged to your account, you agree that we may debit your bill payment account without requiring your signature on the item, and without prior notice to you.

### **Multiple Person Bill Payment Accounts**

If more than one person has access to a bill payment account, each person may individually enroll in the Bill Payment service. Each enrolled person needs a unique Password but may choose to use the same payee list. Each individual may terminate her/his enrollment in the Bill Payment service without affecting the Service for any other person enrolled in that Bill Payment account. However, any enrolled person may terminate the Bill Payment service that will terminate the service for all enrolled persons on that bill payment account.

#### **b. Optional Online Statement Delivery**

Online account statements are available through Online Banking service if I am enrolled in Online Statement Delivery.

#### **c. Optional Mobile Banking Services – Remote Deposit Capture**

The mobile remote deposit capture services are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning checks or taking pictures with mobile devices and delivering the images and associated deposit information to Clinton Bank or Clinton Bank's designated processor.

### **I. Required Disclosures under Electronic Funds Transfer Act and Bureau Regulation E**

The following provisions apply to those Online Banking Services, including, but not limited to, Mobile Banking Services, used to access deposit account(s) of Consumer Customers whose deposit account(s) are established primarily for personal, family or household purposes. I understand these provisions do not apply to me if I am a commercial customer accessing deposit account(s) with Bank established for business purposes.

#### **a. Transfers Generally**

I understand all transfers must originate from an account on which I am a current signer. Bank reserves the right to refuse the acceptance of any particular transfer for any reason.

#### **b. Limits**

Unless otherwise provided in any other agreements I may have with the Bank, the maximum dollar limit for all transfers within a 24-hour period is equal to the available balance in any deposit account(s) or may be another maximum amount set by the Bank and communicated to me. If my deposit account does not have sufficient funds to complete a transfer, the Bank may refuse to conduct the transfer. If the Bank does complete the transfer, I am responsible for any overdrafts or fees that are generated. I understand that federal limitations on the number of transfers per each statement period applicable to money market and savings accounts per each statement period will apply, and the number of transfers that I can make from such accounts will be limited. I should refer to the Bank's money market account and savings account disclosures or contact Bank's Customer Service at 1-270-653-4001 for details on limitations.

### **c. Scheduling Transfers**

I understand that detailed instructions for scheduling transfers, including any applicable cutoff times, are located in Online Banking Services. The first payment of a recurring transfer conducted through Online Banking Services must be scheduled for a date that is a valid date for that month. Should subsequent months not include that date, then the Bank will assume I mean to schedule a transfer on the first day of the following month. For example, if the first monthly transfer is scheduled for January 31, the second monthly transfer will not occur until March 1. If the first day of the following month is not a Business Day, then the transfer may not be processed until the next Business Day.

### **d. Cancelling My Transfers**

I understand that I cannot cancel an immediate transfer from my deposit account(s) after it has been entered into Online Banking Services and the information has been transmitted to the Bank. In order to cancel future-dated payments, I must log into Online Banking Services and follow the directions provided for cancelling transfers. Although the easiest and most convenient way to cancel a transfer is through logging into Online Banking Services, I may request to cancel a future-dated transfer by calling **CLINTON BANK** at **1-270-653-4001**, or writing to **CLINTON BANK** at **P O Box 298, 220 East Clay Street, Clinton, KY 42031**. The Bank must receive a cancellation request via telephone or in writing at least three (3) business days before the transfer is scheduled. If I give a cancellation request via telephone, I must send Bank written confirmation of my request within fourteen (14) days after the date of my call. If I do not provide required notice of cancellation, the Bank will not be liable for any losses or damages incurred by me if the transfer is not cancelled. The Bank is not responsible for any transfers made before it has a reasonable opportunity to act on my cancellation notice.

### **e. Documentation**

I will get a statement for each of my deposit account(s) which will reflect, among other things, all transfers that have occurred during my monthly billing cycle. I will receive a statement at least quarterly for each deposit account, even if no activity has occurred during the time period covered by that statement.

### **f. Bank's Liability for Failure to Complete a Transaction**

If the Bank does not complete a transfer on time, or in the correct amount according to my instructions, the Bank may be liable for my losses or damages up to the amount of the transfer. Except as otherwise expressly provided, the Bank is not liable to me for any special, incidental, exemplary, punitive, consequential losses or damages of any kind. However, there are some exceptions to the Bank's liability. The Bank will not be liable, for instance, if:

- Through no fault of the Bank, there are not sufficient funds in the deposit account to make the transfer or the account has been closed.
- Through no fault of the Bank, the transfer would go over the credit limit or available amount on any applicable overdraft line for my deposit account(s).
- I have not properly followed the scheduling instructions and requirements for making a transfer according to this Agreement.
- Circumstances beyond the Bank's control prevented the transfer, despite reasonable precautions that Bank has taken. Such circumstances include telecommunication outages, power outages, equipment failures, postal strikes, delays caused by other financial institutions, fires, and floods.
- Bank has placed a "hold" on any funds in my deposit account(s) in accordance with Bank's rights under applicable laws or any other agreements between Bank and me.
- Bank has received incomplete or inaccurate information from me or a third party involving the transfer.
- A court order, such as a garnishment or other legal process, prevents Bank from making a transfer.
- Bank has a reasonable basis for believing that unauthorized use of my User ID, Password or deposit account(s) has occurred or may be occurring.
- I default under this Agreement, the Deposit Account Agreement, a credit agreement or any other agreement with Bank.
- Bank or I terminate this Agreement.

There may be other exceptions, in addition to those listed above, stated in any of Bank's other agreements with me or as permitted by law.

If any of the above circumstances occur, Bank will assist me if requested with reasonable efforts in taking appropriate corrective action to reprocess a transfer that may not have been completed, or to correct any incorrect transfer that has been processed.

#### **g. My Liability for Unauthorized Use**

I will tell Bank AT ONCE if I believe that my User ID or Password has been lost, stolen or used without my permission. I understand and acknowledge that the best way to minimize my loss is to call Bank immediately. I also understand that the unauthorized use of my User ID or Password could cause me to lose all of the money in my accounts if I do not notify Bank in a timely manner.

I understand that I will have no liability for unauthorized transactions if I notify Bank within sixty (60) days after the statement showing the transaction has been mailed to me or made available to me through Online Statement Delivery (if I am enrolled in Online Statement Delivery). If I do not tell Bank within sixty (60) days after the statement was mailed to me or made available to me through Online Statement Delivery (if I am enrolled in Online Statement Delivery), I may not get back any money I lost after the 60 days if Bank can prove that I could have stopped someone from taking the money if I had told Bank in

time. If a valid reason (such as a long trip or a hospital stay) kept me from telling Bank, I understand that Bank will extend the time periods.

For any of my transactions processed through the Visa or MasterCard system, my liability limits will differ from those set forth above. For transactions processed through the Visa or MasterCard system (for example, use of my personal Debit Card when no PIN is used), I understand that I will have no liability in accordance with each network's respective policies regarding "zero liability" for unauthorized transactions if I promptly report the unauthorized transactions to Bank. For Visa transactions, Bank may impose greater liability, to the extent allowed by law, if Bank reasonably determines that I was either negligent or fraudulent in the handling of my Online Banking Services transactions processed through Visa. For MasterCard transactions, Bank may impose greater liability, to the extent allowed by law, if Bank reasonably determines that I did not exercise reasonable care in safeguarding my Online Banking Services transactions processed through MasterCard from the risk of loss or theft. Bank may reasonably determine that I was negligent or that I failed to exercise reasonable care, for instance, if I do not promptly report one or more unauthorized transactions to Bank. This may include my delay for an unreasonable time in reporting unauthorized transactions.

If I assert that an unauthorized transfer may have occurred, or I believe my User ID and/or my Password has become known to an unauthorized person, Bank may require me to sign a sworn statement/affidavit to that effect.

If I have selected optional Mobile Banking Services, I understand that I am solely responsible for notifying Bank immediately in the event that my Mobile Device associated with the telephone number provided to Bank to register for Mobile Banking Services is lost, stolen, changed or destroyed. **I understand that with regard to SMS text messages, failure to promptly notify Bank may result in my failure to receive important SMS text messages and/or the interception of such SMS text messages by unauthorized third parties. I may also incur SMS text messaging fees for such SMS text messages even if I do not receive them. I understand that Bank is not responsible for any costs, expenses, liabilities or damages that I incur as a result of my failure to receive an SMS text message, the interception of any SMS text message by an unauthorized or other third party, or my incurrence of SMS text messaging fees for SMS text messages I did not receive.**

**I UNDERSTAND AND ACKNOWLEDGE THAT IN ADDITION TO ANY DISCLAIMERS OR LIMITATIONS OF LIABILITY AS OTHERWISE STATED IN THIS AGREEMENT, BANK SHALL NOT BE LIABLE FOR LOSSES OR DAMAGES ARISING FROM: (i) NON-DELIVERY, DELAYED DELIVERY OR WRONG DELIVERY OF ANY EMAIL COMMUNICATION THAT I WOULD NORMALLY ACCESS VIA THE WEB BROWSER ON MY MOBILE DEVICE OR OF ANY SMS TEXT MESSAGE NORMALLY SENT DIRECTLY TO MY MOBILE DEVICE; (ii) INACCURATE CONTENT IN ANY EMAIL COMMUNICATION THAT I ACCESS VIA THE WEB BROWSER ON MY MOBILE DEVICE OR IN ANY SMS TEXT MESSAGE SENT DIRECTLY TO MY MOBILE DEVICE; (iii) ANY ACTIONS RESULTING FROM THE INTENTIONAL OR UNINTENTIONAL DISCLOSURE BY ME TO ANY UNAUTHORIZED**

**PERSON OF THE CONTENTS OF ANY EMAIL COMMUNICATION I ACCESS VIA THE WEB BROWSER ON MY MOBILE DEVICE OR ANY SMS TEXT MESSAGE SENT DIRECTLY TO MY MOBILE DEVICE; OR MY USE OR RELIANCE ON THE CONTENTS OF ANY SUCH EMAIL OR SMS TEXT MESSAGE FOR ANY PURPOSE.**

#### **h. Errors or Questions**

In case of errors or questions about transfers, I should call **CLINTON BANK** at **1-270-653-4001** or I should write to Bank at: **CLINTON BANK at P O Box 298, 220 East Clay Street, Clinton, KY 42031**. If I think my account statement is wrong or if I need more information about a transfer listed on the statement, I must contact Bank immediately. I understand that Bank must be notified no later than sixty (60) days after the FIRST account statement on which the problem or error appeared was mailed or made available through Online Statement Delivery (if I am enrolled in Online Statement Delivery), and I must:

- Tell Bank my name and account number;
- Describe the error or the transfer I am unsure about, and explain as clearly as I can why I believe it is an error or why I need more information;
- Tell Bank the dollar amount of the suspected error.

If I tell Bank via telephone, Bank may require that I send my complaint or question in writing within ten (10) business days. Bank may also require me to provide my complaint in the form of a sworn statement/affidavit.

Bank will determine whether an error occurred within ten (10) business days after Bank hears from me and will correct any error promptly. If Bank needs more time, however, Bank may take up to forty-five (45) days to investigate my complaint or question. If Bank decides to do this, it will provisionally recredit my Deposit Account within ten (10) business days for the amount thought to be in error, so that I will have the use of the money during the time it takes Bank to complete its investigation. If Bank asks me to put my complaint or question in writing and Bank does not receive it within ten (10) business days, Bank may decide not to provisionally recredit my deposit account.

For errors involving new accounts, Bank may take up to ninety (90) business days to investigate my complaint or question and up to twenty (20) business days to credit my account for the amount I think is in error.

If a notice of error involves a transaction processed through the Visa System, Bank will provide provisional credit within five (5) business days after I notify Bank instead of the usual ten (10) or (20) business days. Bank may, in its sole discretion, withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if Bank believes that the circumstances of account history warrants the delay.

Bank will tell me the results within three (3) business days of completing its investigation. If Bank determines that there was no error, Bank will send me a written explanation. I may ask for copies of the documents that Bank used in its investigation. If Bank provisionally re-credited my account, Bank may take back the amount of any credit if it finds that an error did not occur.

#### **i. Account Information Disclosure**

I understand that Bank will disclose information to third parties about my deposit account(s) and the authorized transfers:

- When necessary to verify or complete transfers or to resolve a problem related to a transfer.
- To verify the existence and the condition of my deposit account for a third party, such as a credit bureau or merchant.
- To comply with any government agency or court order.
- At Bank's discretion, to any subsidiary or affiliate.
- If I give Bank my written permission.
- As otherwise permitted in Bank's "Deposit Account Agreement and Other Disclosures," by law, or as required by government regulations.

#### **J. Contacting Clinton Bank**

In addition to the electronic communication methods discussed in this Agreement, I may also contact Clinton Bank with any questions or concerns by calling **1-270-653-4001**. I may also call Clinton Bank with my questions regarding general information about my account(s), such as balance information, transactions conducted outside of Online Banking Services, questions regarding interest earned or other general questions or concerns.

#### **K. Bank Records and Data**

I acknowledge that Bank may elect to record or otherwise document information and email messages entered via Online Banking Services for record keeping purposes, and I authorize Bank to record such information. Bank's records kept in the regular course of business will be presumed to accurately reflect the contents of my instructions to Bank, and in the absence of manifest error, will be binding and conclusive.

#### **L. Bank's Use of Third-party Service Providers**

Clinton Bank's ability to provide certain of the Online Banking Services depends on its ability to provide access to third-party networks. For details regarding Bank's safeguarding of my personal information, I should refer to Bank's Customer Privacy Policy available at **[www.clintonbankky.com](http://www.clintonbankky.com)**. In the event that Bank determines, in its sole discretion, that it is unable to provide third-party network access, Bank may discontinue the related Online Banking Services(s) or may provide the Online Banking Service(s) through

alternate third-party networks. I understand that Bank shall have no liability for the unavailability of access during any transition period and shall give me written notice of any Online Banking Service involving transfers to or from my deposit account(s) being discontinued at least twenty-one (21) days in advance of such termination, unless such prior notice is otherwise excused by law.

## **M. Other Terms and Conditions**

### **a. Personal Information**

I am aware and agree that the Bank, at its discretion, may record any and all information, instructions or transactions relayed from my mobile device(s) to the Bank or through intermediaries and to the mobile device(s) from the Bank and/or from intermediaries and collect and store the information in a form and manner as deemed necessary and appropriate.

I acknowledge that in connection with my use of Clinton Bank Mobile Banking Services, and its affiliates and service providers, they may receive and share names, domain names, addresses, passwords, telephone and phone numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Bank's Mobile Banking Services or software (collectively "User Information").

The Bank, and its affiliates and service providers, will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by me. I agree not to use the Bank's Mobile Banking Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose. I further agree that my use of the services and software will be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including U.S. Export Administration Regulations.

Any transmission to the Bank's Mobile Banking Services, including E-mails shall be deemed and remain the property of the Bank. Please do not use E-mail to send the Bank communications which contain confidential information or require immediate attention. Please call **1-270-653-4001** or send written communications to:

**CLINTON BANK**  
**P O Box 298**  
**220 East Clay Street**  
**Clinton, KY 42031**

### **b. Charges and Fees**

- There is no service charge for accessing my accounts with Online Banking Services.
- Online Banking Services with Bill Payment Services – There is no service charge for paying bills via Online Banking Services with Bill Payment Services, unless such fees are expressly indicated in my account agreement.
- I should note that depending on how I access Online Banking Services, I might incur charges for normal account fees and service charges.
- Payments or transfers made through Online Banking Services from a savings or money market account may result in an excess transaction fee (I must refer to my savings or money market account agreement for details).
- Additional fees may be assessed for added self-service features available through Online Banking Services, such as certain stop payment requests, requesting check copy orders, ordering new checks, obtaining account statement copies or any additional services for which Bank chooses to offer to me for a fee (I must consult the applicable agreement governing the account to determine if my accounts are subject to these fees).
- An NSF or overdraft fee may also apply if I schedule payments or transfers from one of my accounts and my available balance is not sufficient to process the transaction on the date scheduled.
- Bank may also charge me a research fee as stated in any applicable schedule.

I understand that Bank may charge additional fees for use of Online Banking Services, and that I may be subject to any other applicable fees related to any transaction as set forth in any applicable agreement. Bank will automatically deduct fees related to the transactions on either the account statement date for the account for which Online Banking Services are provided, or on the date the Online Banking Service is actually provided. If Bank decides to change the fees it charges in connection with Online Banking Services, Bank will notify me at least thirty (30) days prior to the effective date of the change.

**c. Changes to Agreement; Termination of Online Banking Services (including Mobile Banking Services)**

I understand that Bank reserves the right to change the Agreement at any time, and that Bank will mail by regular U.S. postal mail, or by email, notice to me at least twenty-one (21) days before the effective date of any change to my deposit or loan account services that would result in increased liabilities for me, increased fees, a reduction in the types or available transfers, or stricter limits on frequency or dollar amounts of transfers, unless such prior notice is otherwise excused by law. I agree that Bank is not liable or otherwise responsible if I do not receive such notification via email because I have changed my primary email address and not informed Bank of such change. By using Online Banking Services after any changes or amendments are effective, I am agreeing to be bound by such revised Agreement.

Bank and I agree that I may terminate this Agreement and/or one or more of the Online Banking Services or Mobile Banking Services that I have selected at any time with or without cause upon prior notice to Bank. To terminate this Agreement, I shall give notice via telephone by contacting **CLINTON BANK** at **1-270-653-4001**, or by sending written notice to **CLINTON BANK** at **P O Box 298, 220 East Clay Street, Clinton, KY 42031**.

To terminate any particular Online Banking Service or Mobile Banking Service, I understand that I must give notice via telephone by contacting **CLINTON BANK** at **1-270-653-4001**, by sending written notice to the **CLINTON BANK** at **CLINTON BANK** at **P O Box 298, 220 East Clay Street, Clinton, KY 42031**, or by logging into Bank Website at **www.clintonbankky.com** and following the instructions for de-selecting a particular Online Banking Service or Mobile Banking Service. I understand that Bank may, in its sole discretion, terminate this Agreement in its entirety or terminate one or more specified Online Banking Services or Mobile Banking Services effective immediately, with or without cause. Bank will provide written notice to me before Bank terminates this Agreement or any Online Banking Service or Mobile Banking Service for any reason other than abuse of the Online Banking Services or Mobile Banking Services, or to prevent a loss.

I understand that the termination of this Agreement and/or any of the Online Banking Services or Mobile Banking Services will not release me from any fees or other obligations incurred prior to the date upon which this Agreement or the particular Online Banking Service or Mobile Banking Service is terminated, any fees assessed by Bank in the process of terminating this Agreement and/or any of the Online Banking Services or Mobile Banking Services, or from my responsibility to maintain sufficient funds in my accounts to cover any outstanding items originated via any Online Banking Service or Mobile Banking Service.

#### **d. Children Using Online Banking Services**

The safety and privacy protection of children is very important to Clinton Bank. Children should always ask their parent or guardian for permission before sending personal information to anyone online. I understand that only the parent or legal guardian of a child under the age of 13 has authority to access Online Banking Services, even if the account has been established on behalf of that child. **If I permit a child under the age of 13 to use Online Banking Services, or give the child my User ID, Password, I understand that I am responsible for all activity the child initiates from or to any of my accounts, even if he or she exceeds my authorization. I understand that I can contact Bank with any questions or concerns.**

#### **e. Bookmarking and Linking**

I understand that I may create a bookmark in my web browser to the Online Banking Services page. I may not create any link to Online Banking Services without the written approval of Bank, including, without limitation, a link on a publicly accessible website. I should refer to the Clinton Bank "Terms and

Conditions of Use" regarding the Site (available at [www.clintonbankky.com](http://www.clintonbankky.com)) for information regarding permitted links to the Clinton Bank home page. The Bank may establish links between Online Banking Services and other services operated by third parties. The Bank has no restraint over other third-party services or the contents therein. The existence of any such links shall not constitute an endorsement by the Bank.

#### **f. Disclaimer of Warranties**

While Bank hopes that the Online Banking Services and Mobile Banking Services are useful and reliable, I understand that Bank and its third-party Service Providers cannot and do not make any representation or warranty: (i) that I will have continuous or uninterrupted access to the Online Banking Services or the Mobile Banking Services or any of its information, content or functions; (ii) that the Online Banking Services or the Mobile Banking Services will operate on a continuous or uninterrupted basis; or (iii) that any information, content or functions will be error-free. BANK AND ITS THIRD-PARTY SERVICE PROVIDERS PROVIDE THE ONLINE BANKING SERVICES AND ALL INFORMATION AND CONTENT DELIVERED BY OR THROUGH THE ONLINE BANKING SERVICES TO ME "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. BANK AND ITS THIRD-PARTY SERVICE PROVIDERS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, PERFORMANCE, ACCURACY, AVAILABILITY, CONTENT, FUNCTION, ACCESSIBILITY, NON-INTERRUPTION, NONINFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. BANK AND ITS THIRD-PARTY SERVICE PROVIDERS ALSO DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, RELATED TO ANY ADVERTISEMENTS OR WEBSITES IN CONNECTION WITH THE ONLINE BANKING SERVICES. I UNDERSTAND THAT MY SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF THE SERVICE (INCLUDING ANY SOFTWARE OR OTHER MATERIALS SUPPLIED IN CONNECTION WITH THE SERVICE) SHALL BE FOR BANK TO USE COMMERCIALY REASONABLE EFFORTS TO PERFORM AND ADJUSTMENT OR REPAIR OF THE SERVICE.

SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO ME. I MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

#### **g. Exclusion of Damages; General Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, BANK AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR

OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, SHALL NOT BE LIABLE TO ME OR TO ANY OTHERS FOR DAMAGES IN EXCESS OF MY ACTUAL LOSSES OR DAMAGES UP TO THE AMOUNT OF THE TRANSFER DUE TO BANK'S FAILURE TO COMPLETE A TRANSFER. BANK WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES), WHETHER CAUSED BY THE EQUIPMENT AND/OR THE SERVICES, NOR WILL BANK BE RESPONSIBLE FOR ANY DIRECTOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF MY EQUIPMENT. THE ONLINE BANKING SERVICES ARE PROVIDED "AS IS. " I UNDERSTAND THAT BANK DOES NOT MAKE ANY WARRANTIES CONCERNING THE SERVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ME. I MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

#### **h. Indemnification**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, I AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS BANK AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, FROM AND AGAINST ALL DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BROUGHT BY ANY PERSON ARISING FROM OR RELATING TO MY ACCESS AND USE OF THE ONLINE BANKING SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ALLEGING FACTS THAT IF TRUE WOULD: (i) CONSTITUTE A BREACH BY ME OF THIS AGREEMENT; (ii) CONSTITUTE INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF INFORMATION, DATA, FILES OR OTHER MATERIALS SUBMITTED BY ME TO THE ONLINE BANKING SERVICES; (iii) CONSTITUTE FRAUD OR MALICIOUS CONDUCT BY ME; (iv) CONSTITUTE A VIOLATION BY ME OF ANY LAW OR RIGHTS OF A THIRD PARTY; (v) CONSTITUTE A CLAIM FOR WHICH I HAVE AGREED TO PROVIDE INDEMNIFICATION ELSEWHERE IN THIS AGREEMENT; OR (vi) CONSTITUTE A CLAIM FOR DAMAGES FOR WHICH I HAVE AGREED ELSEWHERE IN THIS AGREEMENT THAT BANK IS NOT RESPONSIBLE.

#### **i. Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the law of the state of Kentucky, without regard to the conflict of laws thereof, and to the laws of the United States.

**j. Venue**

Any disputes arising from the use of the Bank's Mobile Banking Services shall be exclusively subject to the jurisdiction of any federal or state court for the state of Kentucky.

**N. My Agreement to These Terms and Conditions.**

I acknowledge that I am responsible for complying with all terms of this Agreement and the terms governing any deposit account(s), loan account(s) or any other account(s) which I access using Online Banking Services.

BY CLICKING ON THE "ACCEPT" BUTTON ON THE "SIGN UP FOR ONLINE BANKING" SCREEN, I AGREE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT I ACCEPT THIS AGREEMENT WITHOUT MODIFICATION, AND THAT I WILL BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT JUST AS IF I SIGNED THE AGREEMENT. FURTHERMORE, I UNDERSTAND THAT BY USING ONLINE BANKING SERVICES I AGREE TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT AND TO SUCH TERMS AND CONDITIONS AS THEY MAY BE AMENDED IN THE FUTURE. IF I DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, I UNDERSTAND THAT I SHOULD NOT CLICK ON THE "ACCEPT" BUTTON ON THE "SIGN UP FOR ONLINE BANKING" SCREEN AND THAT I SHOULD NOT USE ONLINE BANKING SERVICES.