



## ONLINE BANKING AGREEMENT

This Agreement provides information about the Online Banking services to be provided by Bank of Franklin County and contains the disclosures required by the Electronic Funds Transfer Act, as implemented by Regulation E (15 U.S.C. 1693 et seq., 12 C.F.R. Part 205). For the purpose of this Agreement, the words "You", "Your", and "Yours" means each person or business entity in whose name the account with Bank of Franklin County is maintained or who exercise an ownership interest therein. The words "We", "Us", "Our", and "Bank" refer to Bank of Franklin County.

By using Online Banking as defined below, you and any other person you authorize agree to be bound by the terms and conditions contained in this Agreement except as specifically provided herein. Online Banking transactions are additionally governed by any other separate agreement(s) you may have with Bank of Franklin County including, but not limited to, the account signature card and agreement, the Online Bill Payment Agreement (if applicable), the E-statement and Electronic Notification Agreement (if applicable), and the Bank of Franklin County *Your DEPOSIT ACCOUNT* disclosures.

### Online Banking

Online Banking is a consumer electronic banking service provided by the Bank. Businesses can access this service with restriction and may experience system limitations due to the consumer nature of the application. You may access Online Banking using a personal computer with access to the Bank's web site on the Internet. When you register for Online Banking, we will link all of your eligible accounts.

### Designation of Primary Account

The account you register with will be noted as your primary Online Banking account. You may also access any overdraft protection lines of credit connected to your accounts.

### Equipment and Technical Requirements

You are responsible for maintaining all Internet connections, browsers, hardware and software that are necessary to access Online Banking. We will not be responsible for any errors, deletions or failures that occur as a result of any malfunction of your computer or software, nor will we be responsible for any computer virus that affects your computer or the software while using Online Banking. Any costs or fees associated with obtaining Internet access, receiving text messages, maintaining an email address and acquiring an Internet browser are solely your responsibility.

#### Supported Browsers:

The current versions of Mozilla Firefox, Google Chrome, Apple Safari and Microsoft Internet Explorer are supported.

#### Important Notes:

Your browser must be SSL compliant and support 128-bit encryption. JavaScript must be enabled for Online Banking to function properly. Certain functionality will be unavailable without JavaScript enabled. The browser must be set at a minimum to allow 3<sup>rd</sup> party cookies for the Online Banking interface to properly function. A minimum screen resolution of 1024 by 768 pixels is suggested to view the site correctly. Smaller resolutions may prevent view of all of the features or navigation. Pop-up windows must be allowed in the browser for full Online Banking functionality, including session time out notifications.

### Business Day

For determining the availability of deposits, every day is a business day, except Saturday, Sunday and federal holidays. All references to time in this document are Central Time.

### Services Available Through Online Banking

When you register for Online Banking, you will be able to:

1. Transfer funds electronically ("transfers") between any of your linked checking, savings and money market accounts. However, on-line payments from your savings and money market accounts to a third party are limited to six per monthly statement cycle. Further, checks, drafts, debit cards and similar orders will reduce the number of pre-authorized transfers you may make (see Limitation of Services below for additional information);
2. Obtain account information, such as the balances and available funds in your linked checking, savings and money market accounts, certificates of deposit or loans;
3. View your linked account history and find out what checks have cleared;



4. Stop payments on checks that you have written;
5. Online check reorders;
6. Access your designated deposit accounts to make payments on your linked loans from Bank of Franklin County; and
7. Advance funds from your Home Equity Line of Credit, in accordance with your loan agreement, to your linked checking or savings.

Collectively these are referred to as the "Online Banking" services.

#### **Enrollment Process**

You must complete the enrollment process to use Online Banking services. 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 Username and a onetime Security Code during the initial enrollment process. A valid email address is required for Internet enrollment. You will receive an email with an invitation link to use for your first login and to complete the enrollment process. During your first login you will set up your password and other security information.

When you enroll for the Service, you agree to provide true and accurate enrollment information. Bank of Franklin County will verify the information you submit for accuracy and proper authorizations.

#### **Online Bill Payment Service**

Online Bill Payment Services are available as additional services and are covered under a separate agreement.

#### **E-statement and Electronic Notification Service**

Electronic delivery of statements and notices is available as an additional service and is covered under a separate agreement.

#### **General Information about Online Banking**

You may use Online Banking virtually any time, day or night, seven days a week. To utilize Online Banking, you will need to enter your Username and Password and otherwise satisfy the systems' security procedures. However, Online Banking may be temporarily unavailable due to record updating by the Bank or technical difficulties. In addition, access to Online Banking is made available pursuant to a license agreement by and between the Bank and Computer Services, Inc. (CSI). Any interruption of service or access caused by CSI will also prevent your use of Online Banking services.

#### **Transaction Procedures**

You may schedule loan payments and transfers between accounts at Bank of Franklin County to be initiated on the current business day, on a future date or to recur on a regular basis, subject to the restrictions in this Agreement. Although you can enter payment information through Online Banking at any time, transactions can be initiated only on business days. Funds will be deducted from your Account on the business day on which a transaction is to be "initiated". This date is referred to in this Agreement as the "Transaction Date".

1. If you designate a payment or transfer to occur on the current day, the current day is a business day and it is entered before 6:00 p.m. Central Time, the Transaction Date will be the date you initiate the transaction. If the day you initiate the transaction is not a business day or the transaction was entered after 6:00 p.m. Central Time, the Transaction Date will be the next business day. However, sufficient funds must be available and will be withdrawn from your account on the day and at the time you request the transaction.
2. If you designate a payment or transfer as a "Scheduled" transaction, you may request that the transaction be made on a date after the date on which you make the request. The Transaction Date will be the Scheduled Transfer Date you requested, or the business day before if the Scheduled Transfer Date falls on a Saturday, Sunday or holiday. In order for a "Scheduled" transaction to occur only once on the Transaction Date; the frequency should be set to "Once". "Scheduled" transactions may be cancelled or changed until 6:00 p.m. Central Time the night before the Transaction Date.
3. If you designate a payment or transfer as a "Scheduled" recurring transaction, you may request a Transaction Date that recurs on a specified regular basis or frequency (i.e. weekly, bi-weekly, monthly, etc.). The Transaction Date will be the Scheduled Transfer Date you entered for the transaction. Once started, recurring transactions will be made automatically until you cancel the transaction. Recurring transactions may be cancelled or changed until 6:00 p.m. Central Time the night before the Transaction Date.



### Funds Availability

If you designate a transfer as a current day transaction, you will receive provisional credit upon completion of your Online Banking session for Intrabank transfers. However, you must complete Online Banking transfers during a business day before 6:00 p.m. Central Time in order for transferred funds to be posted to another Bank of Franklin County account or to be available for transfers accomplished through means other than Online Banking on the same day. If you complete an Online Banking transfer during a business day after 6:00 p.m. Central Time or on a Saturday, Sunday or holiday, the transferred funds will be available for the payment of non-Bank transactions on the following business day.

Transfers designated as "Scheduled" or recurring transactions will be processed by 6:30 a.m. Central Time of the Transaction Date for provisional credit (i.e., for Online Banking), and will post and be available by the next business day for payment of non-Online Banking transactions. If the Transaction Date falls on a Saturday, Sunday, or federal holiday, the transfer will occur on the business day before. Scheduled transfers may be changed or cancelled until 6:00 p.m. Central Time the night before the Transaction Date.

Please refer to "Your Ability to Withdraw Funds" found in the Funds Availability Policy section of the Bank of Franklin County *Your DEPOSIT ACCOUNT* disclosure for additional information.

### Limitation of Services

1. Transfer Limitations – Transfers from a Money Market Account to third parties by preauthorized, automatic or telephone transfer are limited to six per statement cycle. Further, checks, drafts, debit cards and similar orders will reduce the number of pre-authorized transfers you may make. Transfers from a savings account to third parties by preauthorized, automatic or telephone transfer are limited to six per month with no transfers by check, draft, debit card, or similar order to third parties. These transaction limitations also include external transfers to your account at another Financial Institutions. You should refer to the Bank of Franklin County *Your DEPOSIT ACCOUNT* disclosure for additional information.
2. Available Funds Required – All transactions and transfers initiated through Online Banking are subject to the existence of sufficient funds available in the affected account to cover the payment or transfer on the Transaction Date as applicable.
3. Other Restrictions – Other restrictions may apply to specific types of accounts, for instance, online transfers from Health Savings Accounts are prohibited. Please review your account agreement and the Bank of Franklin County *Your DEPOSIT ACCOUNT* disclosure for additional information.

### Authorization To Charge Accounts

You authorize the Bank to charge your designated account(s) for any transactions accomplished through the use of Online Banking, including the amount of any transfer that you request, and any charges for the service. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts maintained at the Bank, or elsewhere, in order to correct any mistaken credit entry. Your obligation to pay the amount of the transfer to the Bank is not excused in such circumstances.

### Account Information—Electronic Notice

You may check the balances of Bank of Franklin County accounts that are linked through Online Banking. **You understand that the balance figure may not reflect all recent transactions, and may include funds that are not subject to immediate withdrawal.** You may obtain a list of transactions posted to your account since your last monthly statement, and you may obtain general account information for all accounts linked through Online Banking.

#### Service Fees

- a) Monthly Service Fee  
Online Banking is provided to you free of charge.
- b) Transaction Fees  
If the deposit account (checking, money market, or savings account) from which the transfer is made is charged per-item fees or fees for excess debit transactions, a fee will be charged for each Online Banking transfer in accordance with the account agreement. The transaction fee may not apply to other accounts. The amount of this fee, and specific types of accounts that are excluded from this fee, are set forth in the Bank of Franklin County *Your DEPOSIT ACCOUNT* disclosure.
- c) Stop Payment Fee – \$30.00



### **Stop Payment Feature**

The stop payment feature within Online Banking is only for stopping payments on checks that you have written that have not cleared or for stopping pre-authorized electronic drafts that will be deducted from your account. This feature is accessible in the "Support" menu of Online Banking and provides a means to securely forward your stop payment requests to us via e-mail for processing. Stop payment requests received through the secure e-mail feature will generally be processed within one (1) to two (2) Business Days. Therefore, if your request is urgent, we recommend that you contact Bank of Franklin County directly via telephone or in person.

**The stop payment feature within Online Banking should NOT be used to cancel transfers.**

There is typically a stop payment fee associated with the stop payment feature. 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.

### **Address Change**

The submission of an address change request will generate a secure email to Bank of Franklin County. Generally, requests received through the Online Banking service secure email feature will be processed within one (1) to two (2) Business Days. For urgent requests, we recommend that you contact Bank of Franklin County via telephone or in person.

### **User Responsibilities**

1. **PROVIDING PERSONAL INFORMATION.** You agree to provide true, accurate, current and complete information about yourself as requested and you agree not to misrepresent your identity.
2. **NO ILLEGAL USE OF THE SERVICE.** You agree not to use the Service to conduct any business or activity or solicit the performance of any activity prohibited by law or any contractual provision by which you are bound. You agree to comply with all applicable laws, rules and regulations in connection with the Service. You certify that you are 18 years of age or older or otherwise able to lawfully enter into contracts under applicable law.

### **Address, Email, or Eligible Account Changes**

When you enroll in the Service, we may send you a "Welcome" email. We will also send you emails and/or secure messages through the Service regarding important Online Banking matters and/or changes to this Agreement. You must provide us your current email 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 email addresses. Changes can be made either within the Security Settings in the Settings menu, submit an address change form in the Support menu, or by contacting Bank of Franklin County at 877-584-6600.

### **Security Procedures**

We are committed to protecting the security and confidentiality of your account information. We use several different methods to protect your information:

1. You can only access Online Banking with an Internet Browser that uses 128-bit encryption.
2. You must have a valid Username and Password.
3. You must have a valid phone number and mobile device capable of receiving text messages in order to receive Alert Messages and Passcodes via text message.
4. You must have a valid email address in order to receive Alert Messages and Passcodes via email
5. You will choose three challenge questions and answers.
6. If no action is taken for fifteen minutes, you will be automatically logged-off Online Banking.
7. Your account will automatically be deactivated after three unsuccessful login attempts within a 24-hour time frame. If you have been disabled, please contact us for assistance in resetting your Password.

Each individual who has access to Bank of Franklin County's Online Banking, including each individual named on joint accounts, must designate a Username and Password. Your Password must be a minimum of 8 characters, which must consist of at least one numeric character, plus at least one alpha character, plus at least one special character and your password cannot be the same as your Username. For example, your Password may be: 123signup#. You should change your Password periodically to enhance security. For security purposes, a onetime Secure Code will be chosen by you or issued to you to use during your initial login to the site. You understand that this Secure Code will be used only the first time you access the service, and you will be



required to choose a Password to use in subsequent sessions.

You must keep your Password confidential; you agree not to disclose or make available the Password to anyone. Further, you understand that you are responsible for the safekeeping of your Password, and you agree to change your Password when it becomes known to anyone else. You may change your Password at any time by selecting "Password" under Security Settings in the Settings menu.

You may be required to complete additional authentication each time you access online banking from an unregistered computer or attempt to make changes to your security information. You may be required to complete additional authentication each time you access online banking based on the volume of your activity or you may choose to set up additional authentication methods as additional security. Additional authentication methods include a One-Time PIN (OTP) Passcode sent via a SMS text message to a valid phone number capable of receiving text messages, an OTP Passcode sent to a valid email address, or answering one of the challenge questions you set up in the system. The OTP Passcode sent by text or email will need to be entered into Online Banking within 10 minutes from the time they are sent in order for you to gain access to the system. Other authentication methods are also available for mobile phone users.

You will be asked to choose three different security questions and answers. These security questions and your answers will be stored in the online banking system. You will be 'asked' one of the security questions each time additional authentication is needed if you do not have a valid phone number or email address setup in the system. You will need to respond with the answers you initially entered when the security questions and answers were set up. You may change your security questions and answers at any time by selecting "Security Questions" under Security Settings in the Settings menu. To simplify the log-in process you may be asked to register your computer. This will allow the online banking system to identify your computer as a trusted site. DO NOT register public computers.

Finally, you agree to notify us at 1-877-584-6600 IMMEDIATELY if you suspect unauthorized access to Online Banking. You should also refer to the "Liability for Unauthorized Use" section of this Agreement.

You acknowledge that we are entitled to rely on the use of your Username and Password as your authorization for any transaction through Online Banking. You are responsible for all transactions you initiate or authorize using Online Banking. IF YOU PERMIT ANY OTHER PERSON TO USE YOUR ONLINE BANKING USERNAME AND PASSWORD, YOU WILL HAVE AUTHORIZED THAT PERSON TO ACCESS YOUR ACCOUNTS, AND YOU ARE RESPONSIBLE FOR ANY TRANSACTION THAT PERSON INITIATES OR AUTHORIZES FROM YOUR ACCOUNTS.

The security procedures described above are not implemented for the purpose of detecting errors in your instructions. You represent that you have considered the security procedures of the Online Banking service and find that the security procedures are commercially reasonable for verifying that a transfer or other communication purporting to have been issued by you is, in fact, yours. In reaching this determination, you have considered the size, type, and frequency of transfers or other communications that you anticipate issuing within the Bank. You agree to be bound by any instruction issued by you, and received and verified by us in accordance with these security procedures. In addition, you agree to indemnify and hold us harmless from and against any loss suffered or liability incurred by, or arising from, the execution of instructions in good faith and in compliance with such security procedures.

If these Online Banking security procedures are not, in your judgment, commercially reasonable, you must inform us within 30 days of registering for the service. If the size, type, or frequency of your transfers change, and the result is that the Online Banking security procedures cease to be commercially reasonable, you must also inform us within 30 days of such change. In either such case, we will terminate your access to Online Banking.

Please refer to the Security Statement provided online for additional information.



### **Liability for Unauthorized Use**

In General: You must notify us immediately if you believe that an unauthorized person obtains or has obtained access to your Online Banking Password or if someone has transferred money without your permission. You understand that calling us in such cases is the best way of keeping your possible losses to a minimum. If you suspect that an unauthorized transfer may have occurred, we may require you to sign an affidavit verifying such occurrence.

Liability Limits for Consumers: If you are a consumer (that is, a "natural person") whose deposit accounts accessed through Online Banking were established primarily for personal, household, or family purposes, you can lose all the money in your deposit accounts accessed through Online Banking if you do not inform us that your Online Banking Password has been lost or stolen or that an unauthorized person obtains or has obtained access to your Online Banking Password. If you tell us within two business days after you learn of the loss, theft or unauthorized access, you can lose no more than \$50.00 if an unauthorized person used your Password to access Online Banking.

If you do not tell us within two business days after you learn that your Password has been lost, stolen or become known to an unauthorized person, and we can prove that you could have stopped someone from using your Password without your permission if you had told us, you can be liable for as much as \$500.00.

Also, if your statement shows electronic funds transfers that you did not make, you must notify us immediately. The Bank may require you to provide your complaint in the form of an affidavit. If you do not tell us about unauthorized transfers within 60 days after your account statement is sent or made available to you, you may not get back any money that you lose after the 60 day period if we can prove that, had you told us about unauthorized transfers on time, we could have stopped someone from taking the money.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

Other Account-holders: The limitations on liability described immediately above under "Liability Limits for Consumers" apply only to accounts maintained by consumers for personal, household, or family purposes. If you are an organization (such as a corporation, partnership or limited liability company) or if your deposit account was not established for personal, household, or family purposes, your liability for unauthorized use will be limited only to the extent provided elsewhere in this Agreement or in our other agreements with you or by applicable law.

### **Liability for Failure to Make Transfers**

If we do not make a transfer on a timely basis, as set forth in this Agreement, or in the correct amount according to your instructions, we may be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make a transfer;
2. If the equipment, ATM network, system of record (Mainframe System), phone lines, or computer systems were not working properly or were temporarily unavailable, and you knew about the breakdown when you started the transfer;
3. If circumstances beyond our control, such as fire or flood, prevented the transfer, despite reasonable precautions we have taken;
4. If a court order or legal process prevents us from making a transfer;
5. If there are unusual or extraordinary circumstances that indicate improper or unlawful use of your account; or
6. If you have reason to believe that there has been unauthorized use of your Password, and you fail to notify us as set forth above.

There may be other exceptions stated in other agreements with you. If any of the circumstances listed in (2) or (3) above occur, the Bank shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or may have been processed incorrectly.

### **Limitation of Liability**

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT OR REQUIRED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SERVICES DESCRIBED IN THIS AGREEMENT, INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES.



WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SOFTWARE OR THE EQUIPMENT YOU USE TO ACCESS ONLINE BANKING, INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

#### **Errors or Questions**

In General: If you think your statement is wrong, or you need more information about a transfer listed on the statement, contact Bank of Franklin County at 1-877-584-6600 or write us at Bank of Franklin County, Attn.: Online Banking Customer Service, 900 E. Eighth St., Washington, MO 63090.

Procedures for Consumers: If you are a consumer (as defined above under "Liability for Unauthorized Use"), we must hear from you no later than 60 days after the FIRST statement on which the problem or error appears that was sent or made available to you.

1. When notifying us, tell us your name and account number;
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
3. Tell us the date and dollar amount of the suspected error.

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

We will tell you the results of our investigation within 10 business days (20 business days if your account has been opened for 30 days or less) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involves a point-of-sale transaction or a foreign initiated transfer, or if your account has been open for 30 days or less) to investigate your complaint or question. If we decide to do this we will credit your account within 10 business days (20 business days if your account has been opened for 30 days or less) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation and may debit your account for any credit we have extended. You may ask for copies of the documents that we used in our investigation.

Procedures for Non-Consumers: If you are not a consumer, we must hear from you as soon as possible after the FIRST statement on which the problem or error appears.

1. When notifying us, tell us your name and account number;
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
3. Tell us the date and dollar amount of the suspected error.

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

We will attempt to complete our investigation within the time frames described immediately above under "Procedures for Consumers" pending completion of our investigation, however, we will not have any obligation to credit your account for the amount you think is in error unless such a credit is required elsewhere in this Agreement or in our other agreements with you or by applicable law.

#### **INFORMATION FOR CUSTOMERS WITH OVERDRAFT PROTECTION AND HOME EQUITY LOANS**

"INTEREST CHARGES" are computed using the daily balance method. The daily balance is calculated each day by taking the beginning balance of your account, adding any new advances, and subtracting any payments and credits.

Interest Charges are calculated by multiplying the daily balance by the daily periodic rate.

No Interest Charge will be made if there is no loan balance outstanding. The Interest Charge will begin on the day a loan or advance is processed by the bank and will continue to accrue until all loan balances are paid in full.

#### **BILLING RIGHTS SUMMARY**

##### **In Case of Errors or Questions About Your Bill**

If you think your bill is wrong or if you need more information about a transaction on your bill, write us on a separate sheet at





Bank of Franklin County, 900 East 8<sup>th</sup> St., Washington, MO 63090 as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in questions. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

#### **Account Information Disclosure**

As it specifically pertains to electronic funds transfers, we may disclose information to third parties about your account and the transfers you make.

1. When it is necessary for verifying or completing transfers, or resolving a problem relating to transfers;
2. To verify the existences and the condition of your account for a third party, such as a credit bureau or merchant;
3. To comply with government agency or court orders; or
4. As otherwise permitted in the Bank of Franklin County *Your DEPOSIT ACCOUNT* and Privacy disclosures, other Bank disclosures, by law or as required by government regulations.

#### **Documentation and Verification of Transfers**

1. Confirmation Numbers  
Upon completion of an Online Banking transaction, a confirmation number will be provided. You should record this number, Transaction Date and transaction amount, in your checkbook registers or other permanent record. Be sure to record the transaction in both the "to" and "from" account registers. The confirmation receipt number is used for tracking purposes only and does not guarantee the transaction occurred. This will help in resolving any problems that may occur. No printed receipts are automatically issued for transactions conducted through Online Banking. However, you may choose to print screens reflecting the transactions, and transactions will appear on your periodic statement.
2. Periodic Statements  
Information concerning Online Banking transactions will be shown on your normal statement for the account to and from which transfers or payments are made. If you have a checking or money market account, you will receive a monthly statement. If you have a savings account, you will receive a statement during months with electronic funds activity or quarterly if there is no such activity.

#### **THIRD PARTY SERVICES**

You may access, through the Service, merchandise or services from third party individuals or entities other than Bank of Franklin County ("Third Party Services"). All matters concerning Third Party Services are solely between you and the Third Party Service provider. We make no warranties or representations whatsoever with regard to Third Party Service providers' merchandise or services. The inclusion of advertisements or links to such Web sites does not imply any endorsement of the material on such websites by Bank of Franklin County. BANK OF FRANKLIN COUNTY IS NOT RESPONSIBLE OR LIABLE TO YOU FOR ANY DAMAGES, LOSSES OR INJURIES WHEN YOU ACCESS THIRD PARTY INSTITUTIONS' WEB SITES AND THE SERVICES AVAILABLE ON THEM. YOUR RIGHTS AND OBLIGATIONS WILL BE GOVERNED BY THE THIRD PARTIES' AGREEMENTS AND POLICIES RELATING TO THE USE OF THEIR SERVICES.

#### **PROPRIETARY RIGHTS**

1. MATERIALS. Other than your materials and account information, all content included or available on the Service, such as advertisements, text, graphics, logos, button icons, images, audio clips and software, is the property of Bank of Franklin County, and/or third parties and is protected by copyrights, trademarks or other intellectual and proprietary rights. The compilation (meaning the collection, arrangements and assembly) of all content on the Service is the exclusive property of Bank of Franklin County and/or its licensors and is protected by copyrights or other intellectual property rights.





2. **TRADEMARKS.** The trademarks, logos, and service marks displayed on the Service (collectively "Trademarks") are the registered and unregistered Trademarks of Bank of Franklin County, or third parties. Under no circumstances may you use, copy, alter, modify or change these Trademarks. Nothing contained on the Service should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of Bank of Franklin County or the third party, which has rights to such Trademark, as appropriate.

#### **INDEMNIFICATION**

You agree to indemnify, defend and hold Bank of Franklin County and its affiliates, officers, directors, employees, consultants, agents, service providers and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from (a) a third party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other Materials submitted by you to the Service; (b) any fraud, manipulation or other breach of this Agreement by you; (c) any third party claim, action or allegations brought against Bank of Franklin County arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase of sale of any goods or services; (d) your violation of any law or rights of a third party; or (e) your use of the provision of the Service, or use of your account by any third party. Bank of Franklin County reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Bank of Franklin County in asserting any available defenses. You will not settle any action or claims on Bank of Franklin County's behalf without the prior written consent of Bank of Franklin County.

#### **Other Conditions**

You are responsible for complying with all terms of this Agreement or the service and the regulations governing the deposit accounts that you access through Online Banking. We can terminate your Online Banking privileges without notice to you if you do not pay any fee required in this Agreement when due, or if you do not comply with this Agreement. The regulations governing your deposit account are set forth in your Bank of Franklin County *Your DEPOSIT ACCOUNT* disclosure, account signature card and agreement, copies of which are available from any of our bank locations. You may terminate this Agreement and your use of Online Banking services by notifying us at 1-877-584-6600.

We may terminate this Agreement and your use of Online Banking without notice if you do not log on for a period of more than 366 days. We reserve the right to temporarily or permanently discontinue Online Banking services at any time by providing to you a notice stating the date termination will occur and that no transfers will be honored if received the day of termination and thereafter. We will inform you of such termination in accordance with applicable law or regulation.

#### **Change in Terms**

The Bank may change any term or condition of this Agreement, and will mail or deliver a written notice to you at least 30 days before the effective date of any change in a term or condition if the change would result in increased fees or charges, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law. Electronic notification may be used to communicate these changes to you. If you maintain your Online Banking Services after the effective date of a change, you indicate your agreement with the change.

#### **Contacts**

Bank of Franklin County  
Online Banking Service Dept.  
900 East Eighth St.  
Washington, MO 63090  
1-877-584-6600  
Monday thru Friday, 8:30 a.m. – 4:00 p.m. excluding federal holidays

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#### **Proceed with Enrollment for the Service**

By clicking on the URL link in the Welcome Email 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 URL link in the Welcome Email you also indicate your acceptance of the terms and conditions of this Agreement in this electronic format.

If you do not agree, you may "Exit" the enrollment process by deleting the Welcome Email. If you delete the Welcome Email to





exit, 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.