

# Cumberland Valley National Bank & Trust Company

## Online Banking Agreement

### **General Terms**

"We", "us", and "our" mean Cumberland Valley National Bank & Trust Company (CVNB) and agents. "You" and "your" mean each depositor and/or borrower who enrolls in the Online Banking service with us or who uses or is authorized by us to use an Online Banking Identification Number (ID) and Online Banking Password or other means of authentication which we establish or approve. The term "Online Banking" refers to our service that allows you to transfer funds, access accounts, obtain information, view account transactions and balances, obtain account statements, download account transactions and perform other transactions or communications over the Internet, including the optional Bill Payment service, by use of a compatible personal computer (PC) or other means which we now authorize or may allow from time to time. We reserve the right to restrict or prevent your access to any account through Online Banking.

This agreement states the terms and conditions that apply when you use our Online Banking service. Please read them carefully and retain them for your records. These terms and conditions are in addition to those terms and conditions that apply to any accounts you have with us or any other services you obtain from us. You are also required to follow all of our instructions and procedures, including those in our User's Guide and Frequently Asked Questions (FAQ's) applicable to the services covered by this agreement. This agreement shall be governed by and interpreted under the laws of the Commonwealth of Kentucky and applicable federal laws and regulations.

### **Amendments, Termination and Notification**

We reserve the right to amend, modify or terminate the Online Banking service or these terms and conditions at any time. You agree to receive all notices from us through Online Banking or via e-mail. You may terminate your enrollment in Online Banking by written notice to us at the address set out above. Due to security proposes failure to sign into your Online Banking for thirteen (13) consecutive months will result in your Online Banking service to be discontinued.

At the time you enter into this agreement you must have an e-mail address with an Internet Service Provider (ISP). If your e-mail address changes, you must notify us within a reasonable period of time of the change. If you do not notify us, you will hold us harmless from any consequences, including financial loss, resulting from your failure to notify us of the change in your e-mail address. If you e-mail us or ask us to reply to you via e-mail you agree to hold us harmless, from any consequences, including financial loss, resulting from any unauthorized use or disclosure of your account or personal information resulting from e-mail.

### **Accounts**

If at any time you wish to change an account status, add an account or remove an account, you must provide us at least ten (10) business days advance notice. To do this call Customer Service at 800-999-3126 or click on the Online Banking Application & Agreement form located at [www.cvnb.com](http://www.cvnb.com). Complete the form, print and mail the form to us at PO Box 709 London KY 40743-0709 Attention: Call Center or deliver the form to a CVNB branch location.

### **Password and Security**

Your access to the Online Banking service will be blocked in the event your Logon ID or Password is entered incorrectly on three (3) consecutive access attempts. If this occurs, please call Customer Service at 800-999-3126.

CVNB's Online Banking site is https secure with 128 bit Secure Sockets Layer (SSL) encryption. You agree that the account security is controlled by the authentication method of an Online Banking ID

assigned by us, together with the Online Banking password chosen and entered by you. CVNB strongly discourages you from selecting passwords of information that may be widely available concerning your identity. You will be requested to change your password the first time you enter the Online Banking service. Your password will expire and will need to be changed after twelve (12) months from the last password change. You can change your ID and/or password at any time through the Options tab of the Online Banking service.

Some internet browsers may save user names and passwords. This will automatically complete any login for you and may allow people at your computer to use your logins without knowing your passwords. For your security, we recommend that you do not use this feature to store your user name and password credentials. Please review your internet browser's "Help" section, or contact their Customer Support, to see if this option is available and how to turn it off.

### **Optional Security Feature:**

We have made the following optional security offering available to you. We recommend enabling this security offering, which provides an additional layer of security to protect your Online Banking account.

**Security Token:** Security Tokens provide a one-time-use password for entry into your Online Banking account. You must select between a physical or virtual Security Token device, then register the device via Online Banking. Security Token authentication is only required at login using your PC, following entry of the Login ID and Password. Because the code on the token is required each time you access Online Banking and the code changes every 30 to 60 seconds, you must be in physical possession of the token to access Online Banking.

To enable this optional security feature, contact CVNB Customer Service at 800-999-3126, during normal business hours.

### **Your Responsibility**

You are responsible for all transactions that you or any authorized user makes. If you have given someone your Online Banking ID and Password and want to terminate that person's authority, you must change your ID and Password. You agree to protect the Password and hold us harmless from its unauthorized use or disclosure. Any of your account or personal information delivered by us to your Internet Browser, e-mail, financial or other software or to any PC or other devices becomes your responsibility and you agree to hold us harmless from any losses or damages resulting from its unauthorized use or disclosure. Additionally, your Internet browser, e-mail, financial or other software, your PC, or other devices may capture, save, cache or forward the account or personal information delivered by us to you and displayed on your PC monitor or other devices. This information may be captured, saved or cached on your PC's memory or hard drive or other devices, either within your PC or other devices or within a remote PC or server or other devices through which your PC is networked with or communicates with by any means. This information may be accessed by any person or device with access to your PC or other device through any means. You agree to hold us harmless from any losses or damages resulting from the unauthorized use or disclosure of this information.

You agree that the provisions of joint account ownership apply to the Online Banking service if the account(s) being accessed is jointly owned and agree that each owner authorizes the other without limitation to use Online Banking.

### **Transaction Limitations**

You acknowledge that transaction limitations, as described in the Truth in Savings Disclosure you received when you opened your deposit account(s) or subsequently thereafter, apply to transfers from savings or money market deposit accounts. Federal regulation limits transfers from savings or money market deposit accounts to six per statement cycle when initiated by telephone, electronic, or other pre-authorized means. This limit applies to transfers through Online Banking. You acknowledge that the

Activity Charge Fee as disclosed in our Truth in Savings Disclosure or Fee Schedule or any subsequent disclosure, will apply to transactions that exceed the transaction limitation.

**Fees**

There is no fee to use CVNB's Online Banking service. We reserve the right to charge fees for the services in the future. Notification of fee changes will be sent by electronic or U.S. Mail to the Online Banking customer at least 30 days prior to charging a fee.

**Acknowledgement**

By clicking "**I Agree**", you acknowledge our delivery to you of the Electronic Funds Transfer Disclosure\*. This Disclosure can be viewed or printed by clicking on Electronic Funds Transfer Disclosure located at [www.cvnb.com](http://www.cvnb.com). This Disclosure will further define your rights and responsibilities. If you don't have a printer, e-mail us at [cvnetcenter@cvnb.com](mailto:cvnetcenter@cvnb.com) or call Customer Service at 800-999-3126 and we will send you a copy of the Disclosure.

**\*The Electronic Funds Transfer Disclosure applies to consumer accounts only. This Disclosure is not applicable to commercial accounts.**