

Please read and "approve" the disclaimer below.

By accepting you agree to the following terms and conditions.

1. General Agreement You acknowledge and agree:

- To never reveal, give or make available your Personal ID and/or your Password to any unauthorized person and to retain such information in a secure manner with due care.

- To abide by the rules and regulations of the Bank for all accounts and services, including, but not limited to, the use of electronic delivery services, and to follow all applicable instructions and procedures.

- To promptly notify us if you believe any unauthorized transaction has occurred or if you have any reason to believe an unauthorized transaction may occur, and if you receive notice that a payment remains unpaid or any debit or transfer has not properly posted.

- To be responsible for all transactions initiated through the use of your Personal ID/Password.

- To cooperate during an investigation of any reported unauthorized activity that occurs on your account and to promptly complete an affidavit upon request.

- That the Bank has the right to refuse a transaction when it reasonably believes there is unauthorized or unusual electronic transactions.

- To maintain sufficient funds in your account from which you instruct us to make a payment/transfer/debit, and that the Bank will not be required to complete any transaction that will exceed your account balance but if the Bank does complete such transaction, you agree that you will reimburse the Bank immediately upon demand and agree that your account will be charged fees in accordance with all Bank service fees.

- That you authorize the Bank to debit/transfer/make payments as you instruct from time to time using electronic banking services; that such authority shall remain in full force and effect until the Bank has received appropriate notification from you of your intent to terminate electronic banking services in such a manner as to afford the Bank reasonable opportunity to act on it and in full compliance with all terms and conditions of this Agreement; and that the termination shall not be effective with respect to entries posted by the Bank prior to such time. You also agree to sign or provide such other authorizations, as the Bank may deem reasonably necessary.

- To make a good faith effort to resolve merchant or payee related disputes prior to submitting claims to us and to advise us of the status of these claims.

- To use electronic banking services only for legal transactions.

- That you will comply with the terms and conditions of the Agreement as well as State and Federal laws, regulations and rulings.

That the Bank will automatically deduct applicable Bank service fees (if any) from your account. When we receive a transfer and/or payment instruction, you authorize us to charge your designated Account with us and to transfer and/or remit funds on your behalf. You must designate one checking account for Bill Pay Service payments. All payments to Payees will be made from that Account. You may not designate any account with us that requires more than one signature for transfers, withdrawals, debits or checks as your electronic banking account.

Wayne Bank and Trust endeavors to provide you with the highest quality online banking available. However, due to the unpredictable nature of the Internet, occasional inaccessibility to our Web site should be expected. Additionally, Wayne Bank and Trust cannot and does not guarantee the completeness or accuracy of the information provided herein.

Online bill payment is provided to you for your convenience. The actual payment of such bills is handled by an independent third party, and Wayne Bank and Trust cannot and will not guarantee or be held responsible for the completion and accuracy of such transactions.

Wayne Bank and Trust reminds you that the Internet lacks inherent security for commercial transactions and therefore

Wayne Bank and Trust cannot and does not guarantee that downloads from this site will not contain a virus or other destructive device. Additionally, you provide, request and receive information from this site with the knowledge that such information can be intercepted and/or viewed by unknown third parties. Please contact us at 1-888-769-2963 with any questions you may have regarding the above information and disclaimers.

All brand and product names are trademarks or registered trademarks of their respective owners. Features and services availability are subject to change without notice.

2. Description of Services You, or someone you have authorized (even if the person exceeds your authority), may utilize Online Banking to conduct any of the following transactions:

- Initiate fund transfer requests to transfer funds to and from your accounts at Wayne Bank.

NOTE: If you exceed the maximum allowed number of transfers or debits allowed by law from a Savings or Money Market Account, we will take steps we reasonably believe necessary to ensure future compliance with Account limits.

- Initiate fund transfer requests to make payments on your loan accounts at Wayne Bank.
- Access balance information and posted activity on designated accounts.
- View reports prepared from account activity data on designated accounts.
- Review recent account activity, including Deposit Account(s) activity and principal, interest and payment information on Loan Account(s).
- Review checks and deposits in a transaction summary and review paid items on a daily basis.
- Review and print copies of your statements and other items as available.
- Communicate by email with the Bank. (The Bank is not responsible for any error in or delay of any email and the Bank does not warrant that any email will be received or reviewed by the appropriate person or responded to in any particular manner.)
- Initiate transfers from Deposit Accounts to external payees using your designated checking account in accordance with and subject to the terms and conditions set forth in the "Bill Pay Service" agreement.
- Person to Person to payments through Popmoney.
- Additional transactions and services that we may authorize or provide from time to time.

You or someone you have authorized (even if the person exceeds your authority), may utilize Bill Pay Service to conduct any of the following transactions:

- Make recurring payments from your checking account to Payees you have designated to receive ongoing payments of the same amount.
- Make single payments of varying amounts to Payees you request.
- Cancel, reschedule or stop payment (however, once payment is mailed/transmitted, you may not place a stop payment on the check).

We reserve the right, without prior notice, to eliminate or modify any service of, and to add additional services to the Online Banking product, modified or additional services will be subject to the terms and conditions of this Agreement.

3. Returned or Non-Sufficient Funds Items By using electronic banking services, you are requesting us to make payments/transfers for you from your designated account. If we are unable to complete the transaction (for example, there are not sufficient funds in your account to cover the transaction), the payment transaction may not be completed. In some instances, however, the payment may be completed. In this case, you agree that you will reimburse us immediately upon demand. You also agree that we may reverse the transaction or offset the shortage with funds from any other account with us. You are fully obligated to Bank to provide sufficient funds for any payments/transfers/withdrawals you make or authorize. In addition, you agree that applicable fees may be charged in accordance with our established service fee schedule.

4. Contact In Event Of Unauthorized Activity If you believe your User ID or Password has been lost or stolen or that someone has transferred or may transfer funds from your account without permission, call us at 1-888-769-2963. Tell us AT ONCE if you believe your User ID and/or Password has been lost or stolen. Telephoning is the best way to keep losses down but you may also send written notice to us at the address on your statements.

5. Credit Review and Verification By enrolling and/or using any Electronic Services, you agree that we reserve the right to request a review of your credit rating at any time at our expense through a credit-reporting agency. In addition, you agree that we reserve the right to obtain financial and other information, as required, regarding your account from any Payee, financial institution or entity necessary to resolve any transfer, debit or payment posting problems.

6. Additional Disclosures For additional information about your obligations and error resolution responsibilities as a consumer account holder refer to the Bank Regulation E disclosure.

7. Amendment. We reserve the right to amend this agreement from time to time as necessary to include, but not limited to, change in fees, liability, services, etc. Amendments to this agreement will be delivered to you and posted in our offices at least 30 days prior to effect, unless it is necessary to make immediate changes for security purposes, to comply with law, changes made by our service provider or as otherwise expressly provided in this Agreement.

8. Termination. You agree that we may cancel or restrict your use of Online Banking or any Online Banking service at any time upon such notice (including e-mail) as is reasonable under the circumstances. You may cancel Online Banking by contacting Wayne Bank in writing at 500 South A Street, Richmond, IN 47374.

9. Other Agreements; Severability; Governing Law. In the event of any conflicts between this Agreement and the content of the software or any related materials regarding the banks obligations to you, the terms of this Agreement will control. If any provision of this Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. This Agreement will be governed by the substantive laws of the United States, applicable federal regulations, and to the extent not inconsistent therewith, the laws of the State of Indiana, without regard to such States rules regarding conflicts of laws.

10. Assignment. You may not assign all or any part of your rights or obligations under this Agreement without our prior express consent, which may be withheld in our sole discretion. We may assign or delegate all or any part of our rights or obligations under this Agreement, including without limitation, the performance of the services described herein. This Agreement will be binding on and inure to the benefit of the successors and/or assigns of any party.

11. No Third Party Beneficiaries. This Agreement is for the benefit of you and the Bank and is not intended to grant, and shall not be construed as granting any rights to or otherwise benefiting any other person, except as expressly otherwise provided in this Agreement.

12. Choice of Forum. In the event any litigation is instituted to enforce or interpret the terms of this Agreement, you agree that the exclusive forum therefore shall be the Circuit Court for Wayne County, Indiana. In the event that the Bank is the prevailing party, the Bank shall be entitled to reimbursement for all reasonable attorney fees and costs incurred including, but not limited to, those incurred incident to any appeal.

13. Fees. Stop payment fee \$32. **Popmoney:** Send Money: 3-day delivery, \$1.00 per transaction; Next Day Delivery, \$3.00 per transaction. Request Money: 3-day delivery; \$1.00 per transaction. E-Greetings, \$0.25 per transaction. **Bill Pay:** Overnight Check, \$14.95; Same Day Bill Pay, \$9.95.