

GENERAL DISCLAIMER

The Bank of Columbia makes every effort to ensure the information contained on this website is accurate and all aspects of the site are functional. However, the Bank of Columbia makes no warranty or guaranty, either express or implied, nor assumes any legal liability or responsibility for the accuracy, correctness, or completeness of any information that is available herein.

The Bank of Columbia takes all measures to enable a secure website. The Bank of Columbia will not be responsible for any direct or indirect, incidental or consequential exemplary or punitive damages resulting from the loss of use, data, or profits arising from the use, quality, performance, or unavailability of this website or any links contained herein. It is your responsibility to contact the Bank regarding the availability of services or qualifications required to obtain those services along with accompanying fees and interest rates.

ONLINE BANKING TERMS AND CONDITIONS AGREEMENT

Effective November 1, 2024

Bank of Columbia Online Banking Service is available to all of our customers at no monthly charge for the account information and transfer services. The bill payment feature is an optional service for checking accounts. You may enroll in this feature after enrolling in Online Banking. If you do not choose the bill payment service at this time, you may add it at any time.

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I. Introduction

General Information: This Online Banking Terms and Conditions Agreement ("Agreement") is a contract between you and Bank of Columbia that outlines and governs the Terms and Conditions for accessing your personal and commercial accounts via Bank of Columbia Online Banking Service. This Agreement explains the terms and conditions which govern the following Online Banking Services:

- Account and Balance Inquiries
- Account Transfers
- Transaction Downloads
- Notifi
- Mobile App
- Secure Now

Bill Pay Transfer: This Agreement also includes and incorporates the disclosures required by the Electronic Fund Transfers Act (15 USC 1693 et seq.). Other electronic fund transfers to or from your accounts at Bank of Columbia are governed by the Electronic Fund Transfer Disclosure provided to you when you established your account or when you requested other electronic fund transfer services.

In order to use Bank of Columbia Online Banking Service, you must accept these terms and conditions. By clicking on the "I Agree" button at the end of this Agreement, you agree to abide by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this Agreement. Please read this Agreement carefully and print a copy for your records. This Agreement is governed by federal laws and regulations and, to the extent not preempted by federal law, by laws and regulations of the State of Kentucky.

Consumer Accounts: Some of the terms set forth in this Agreement, as specified in this Agreement, apply only to Consumer Accounts. A "Consumer Account" is an account held by a natural person and used primarily for personal, family or household purposes.

Business Days: The term "Business Day" means Monday through Friday, excluding federal banking holidays.

II. Accessing Your Accounts, Security and Your Responsibilities.

Password and Login Security: Security is very important to Bank of Columbia. In order to activate your Online Banking Service, you must have at least one checking, savings, certificate of deposit or loan account with Bank of Columbia. When you login to the service for the first time, you will be asked to provide account information, including your PIN, social security number, account number and date of birth. You will then be prompted to choose a Username and Password. Because your password is used to access your accounts, you should treat it as you would any other sensitive personal data. You should carefully select a password that is hard to guess. Keep your password safe. Memorize your password and never tell it to anyone. You should not under any circumstances disclose your password by telephone or to anyone claiming to represent Bank of Columbia. Bank employees do not need and should not ask for your password.

Bank of Columbia is entitled to act on instructions received through online banking under your password and without inquiring into the identity of the person using that password. Any person having access to your Bank of Columbia online banking password will be able to access the Online Banking Services and perform all transactions, including reviewing account information and making transfers to other accounts which have mutual ownership. You are liable for all transactions made by persons authorized to use your password.

If, despite the Bank's advice, you give your password to anyone, you do so at your own risk since anyone to whom you give your password or other means of access will have full access to your account(s) even if you attempt to limit that person's authority.

We strongly urge you to change your password every 90 days. This can be done at any time once you are logged in, from the "Profile" menu.

- The **Username** you select may be any combination of alpha/numeric characters, from six (6) to twelve (12) digits.
- The **password** criteria is as follows
 - Minimum Password Length 9
 - Maximum Password Length 17
 - Number of Alpha Characters Required 1
 - Number of Numeric Characters Required 1
 - Number of Uppercase Characters Required 1
 - Number of Lowercase Characters Required 1
- Passwords are case sensitive (must be entered exactly as input with upper and/or lowercase characters).
- Passwords can be changed at any time by the accountholder, and by any other person to whom the accountholder provides the password, through Bank of Columbia Online Banking Service.

If you suspect that an unauthorized person has access to your password or believe your password has been lost or stolen or that someone may attempt to use the service without your consent or has transferred funds without your permission, you must notify Bank of Columbia immediately. See Part VI of this Agreement for additional information relating to liability for unauthorized transactions and error resolutions.

Your session time is unlimited, but to help prevent unauthorized access and ensure the security of your accounts, we will end your online session if we have detected no activity for 15 minutes. This is to protect you in case you accidentally leave your computer unattended after you login. When you return to your computer, you will be prompted to re-enter your password and your session will continue.

Your Rights and Responsibilities: In addition to this Agreement, you agree to be bound by and comply with the Account Agreement and Account Disclosure, the rules and regulations of the electronic transfer system, and state and federal laws and regulations. You, the consumer, are responsible for keeping your online password and account data confidential. We are entitled to act on transaction instructions received using your password, and you agree that the use of your password will have the same effect as your signature, authorizing the transaction(s). If you authorize other persons to use your password in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization, changed your password, and that you are responsible for any transactions made by such persons until such time as we receive and have time to act upon the notification that transfers by that person, or instructions regarding your accounts, are no longer authorized.

III. Online Services and Limitations

Available Services: You may use your personal computer to:

- View account balances and transaction history, as well as statements and tax documents.
- Transfer funds from your Bank of Columbia checking and savings accounts into:
 - Other Bank of Columbia checking and savings accounts that belong to you.
 - Loan accounts.
- Establish automatic transfers from one of your Bank of Columbia accounts to another (from checking and savings to checking, savings or loans).
- Through Optional Online Bill Payment, pay bills to any merchant, institution or individual with a U.S. mailing address.
- Communicate directly with Bank of Columbia via e-mail.

Other services may be added to Bank of Columbia Online Banking Service and will be communicated to our customers as the additions are made.

Hours of Accessibility: You may access Bank of Columbia Online Banking Service seven days a week, 24 hours per day. Necessary system maintenance will be scheduled for hours during which system traffic is normally at a minimum. If the system is unavailable due to an unanticipated problem, you may use the automated telephone voice response system (Telebanc), one of our ATM or ITM machines, or a branch office (during regular business hours) to conduct transactions.

Balance and Transaction Information: You may access any eligible Bank of Columbia account on which you are an owner or signer to receive transaction history and balance information. The balance and account history will show the current balance of the account, including any transactions conducted prior to the inquiry. In progress returns due to non-sufficient funds or stop payments may not be reflected in the inquiry.

Account Information and Transfers: Account balances and activity is current information. Funds transferred between related accounts initiated on your computer using Online Banking and received by the bank before 4:00 p.m. CST on a Business Day will be effective on that Business Day. Transfers processed on your computer using Online Banking and received after 4:00 p.m. CST on a Business Day, or on any non-Business Day, will be effective the following Business Day.

Unavailable, Delayed, or Inaccurate Account Information: We strive to provide complete, accurate and timely account information through Online Banking. However, unless otherwise required by law, we will not be liable to you if any such information is unavailable, delayed or inaccurate. With respect to electronic funds transfer problems, such as unauthorized transfers or the Bank's failure to properly complete authorized transfers, the extent of our liability is described in Part VI of this Agreement.

Limits on Frequency and Amount of Transfers: Federal regulations require us to limit either by contract or in practice the number of certain types of transfers from money market deposit accounts and savings accounts. Under these regulations, you are limited to six (6) preauthorized electronic fund transfers each month, including telephone transfers, Online Bill Payment and other online banking transactions, checks, and point-of-sale transactions. Of these six transactions, you are limited to no more than three transactions per month by check or point-of-sale. Payments to your Bank of Columbia loan accounts are not counted toward this limit. Subject to availability of funds in your designated checking account, there are no limits on the dollar amount of transfers to or from your account.

Service Cancellation: Bank of Columbia reserves the right to cancel your online service at any time without notice due to insufficient funds in one or more of your accounts. After cancellation, service may be reinstated at the discretion of the bank provided that funds are available to cover the cost of any fees and/or pending transfers. To reinstate your service, contact Bank of Columbia Online Banking Department at 270-384-6433.

If you wish to cancel any of your Bank of Columbia Online Banking services, please contact Bank of Columbia Online Banking Department at 270-384-6433 or send us cancellation instructions in writing to: Bank of Columbia-Online Banking Department, P.O. Box 849, Columbia, KY42728.

IV. Bank of Columbia Alerts

Alerts. Your enrollment in Bank of Columbia Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Bank of Columbia account(s). Alerts are provided within the following categories:

- *Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.*
- *Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.*
- *Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the Alerts menu within Bank of Columbia Online Banking and Alerts menu within Bank of Columbia Mobile Banking.*

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Bank of Columbia reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Bank of Columbia Online Banking message inbox, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text **"STOP" to 99588 at anytime**. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **Bank of Columbia** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to **99588**. In case of questions please contact customer service at **270-384-6433**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. **Bank of Columbia** provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **Bank of Columbia's** control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **Bank of Columbia**, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

V. Optional Bill Payment

Through Bank of Columbia Online Banking Service you may subscribe to the Online Bill Payment system.

TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE / CHECKFREE

SERVICE DEFINITIONS

"Service" means the Bill Payment Service offered by your financial institution - CheckFree

"Agreement" means these Terms and Conditions of the bill payment and e-mail payment service.

"Payee" is the person or entity to which you wish a bill payment or e-mail payment to be directed or is the person or entity from which you receive electronic bills or e-mail payments, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment or e-mail payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments or e-mail payments will be debited.

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

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

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the

previous Business Day.

“Due Date” is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

“Scheduled Payment” is a payment that has been scheduled through the Service but has not begun processing.

BILL PAYMENT SCHEDULING

Transactions begin processing four (4) Business Days prior to your Scheduled Payment Date. Therefore, the application will not permit you to select a Scheduled Payment Date less than four (4) Business Days from the current date. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

THE SERVICE GUARANTEE

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

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

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

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

PROHIBITED PAYMENTS

Payments to Payees outside of the United States or its territories are prohibited through the Service.

EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, erroneously posted or misdirected payments will be the sole responsibility of you and not of the Service.

BILL DELIVERY AND PRESENTMENT

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

Information provided to the Payee – The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

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

Notification – The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification – The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) – You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

Accuracy and dispute of electronic bill – The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

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

EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

SERVICE FEES AND ADDITIONAL CHARGES

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

FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that: 1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service; 2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed; 3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return; 4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and, 5. The Service is authorized to report the facts concerning the return to any credit-reporting agency.

ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as a part of the Service, you agree to receive all legally required notifications via electronic means.

ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by contacting your financial institution. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us during customer service hours; and/or
2. Write us at your financial institution's address.

The Service will complete any payment(s) the Service has already processed before the requested cancellation date. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

PAYEE LIMITATION

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

RETURNED PAYMENTS

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

DISPUTES

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

ASSIGNMENT

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

VI. Changes to Fees, Charges and Other Terms

We reserve the right to change the fees, charges or other terms outlined in the agreement. We will notify you 30 days prior to implementation of changes, either by written notice or e-mail, and will also update this agreement, if the changes to this agreement are more restrictive than those stated in the agreement, or increase your responsibility for unauthorized transactions. In the event that a change is necessary to ensure the security of the online system, an immediate change may be necessary, and we will notify you within 30 days after the change is made by electronic or written notice. You may choose to accept or decline

changes by continuing or discontinuing the services to which the changes relate. We reserve the option to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Account Disclosure.

VII. Additional Electronic Fund Transfer Disclosures and Agreement

Terms Unauthorized Transactions

Tell us AT ONCE if you believe your online password has been lost or stolen or if you believe your password may be used without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

Also, if your statement shows transfers that you did not make, tell us at once.

The following three paragraphs apply only to Accounts that are "Consumer Accounts" (as defined in the Introduction to this Agreement):

If you tell us within two Business Days (see above for our Business Days), you can lose no more than \$50 if someone used your online password without your permission. If you do NOT tell us within two Business Days after you learn of the loss or theft or unauthorized use of your password, and we can prove that we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

If your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after your statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason, such as a confirmed extended trip or hospital stay, kept you from telling us, we will extend the time periods.

Contact in event of Unauthorized Transfers

If you believe your online password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call Bank of Columbia Online Banking Department at 270-384-6433 or write to us at Bank of Columbia Online Banking Department, P.O. Box 849, Columbia, KY 42728. You also may notify us by sending us a fax at to: 270-384-2563, Attention: Bank of Columbia Online Banking Department.

In case of errors or questions about your electronic transfers, telephone us, email us, or write to us at the telephone number, email address or office address provided in the paragraph above. Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt. We must hear from you no later than 60 days after we mailed you the FIRST statement on which the problem or error appeared. When you contact us about your problem (including by telephone, email or fax), please

- Include your name and account number(s).
- Describe the error or transaction in question, and explain why you believe it to be an error.
- Tell us the dollar amount of the suspected error.
- If the problem involves a bill payment, tell us the checking account number used for payment, the payee's name, date for which the payment was scheduled, payment amount, and any applicable payee account number or reference number.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

The following three paragraphs apply if your complaint or error is with regard to a Consumer Account:

We will determine whether an error occurred within 10 Business Days after we hear from you and correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 Business Days 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 provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts (an account that has been opened for 30 days or less), we may take up to 20 Business Days to provisionally credit your account for the amount you think is in error.

We will tell you the results of our investigation within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

Our Liability for Failure to Make Transfers or Paying Late

If we do not complete a transfer to or from your bank account on time or in the correct amount according to our agreement with you, and if the transfer was to or from a Consumer Account, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable:

- If, through no fault of ours, you do not have enough money in your account to make a transfer or bill payment.
- If a legal order directs us to prohibit withdrawals from the account
- If your account is closed or if it has been frozen
- If a hold has been placed on your account for uncollected funds
- If the transfer or payment would cause the account to become overdrawn beyond the balance of the account plus any overdraft protection
- If you, or anyone you allow, commits fraud or violates any law or regulation
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount of the payee on a bill payment
- If you have not properly followed the instructions for using Bank of Columbia online banking Bill Payment Service
- If circumstances beyond our control (such as fire, flood, hurricane, improper transmission or handling of payments by a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us
- There may be other exceptions stated in our agreement with you

Confidentiality -- Disclosure of Account Information

You authorize Bank of Columbia to disclose to third parties, agents, and affiliates, such as independent auditors, consultants or attorneys, information you have provided that we have obtained about your accounts and the transfers you make:

- To comply with government agency requests or court orders.
- To verify the existence and condition of your account to a third party, such as a credit bureau or merchant.
- To provide services relating to your account or to offer other products and services.
- To other entities if you give us permission.

Please refer to our Privacy Disclosure that we provided to you for a complete description of our policies and practices relating to the disclosure of your information to third parties. Our Privacy Disclosure is available by calling us at 270-384-6433.

Preauthorized Credits/Deposits

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company the person or company making the deposit will tell you every time they send us the money OR you can call us at 270-384-6433 to find out whether or not the deposit has been made.

Periodic Statements

You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.

Fees and Charges:

Service Fee

Service	Fee
Online Banking - Account and balance inquiries - Funds Transfers/Loan Payments - Export online transactions	No charge for this service
Online Bill Payment - Personal Accounts - Business Accounts	No charge for this service

You agree to be responsible for any local or long-distance telephone charges or Internet Service Provider (ISP) charges that you incur by accessing your accounts via Bank of Columbia Online Banking Service.

VIII. LIMITATIONS ON BANK LIABILITY

We will not be responsible for the following incidents, errors or failures:

Access

We will not be responsible for failure to provide access or for interruptions in access to Bank of Columbia online banking or online Bill Payment Service due to a system failure or due to other unforeseen acts or circumstances.

Your Computer Equipment or Software

We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with Bank of Columbia Online Banking Service.

We are not responsible for any error, damages or other losses you may suffer due to the malfunction or misapplication of any system you use, including your browser (Microsoft Explorer®, Netscape Navigator®, or otherwise), your Internet Service Provider (ISP), your personal financial management or other software, (such as Quicken®, or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with Bank of Columbia Online Banking Service.

Online Bill Payment

We are not responsible for postal delays or processing delays by the payee for any bill payment made through our Bill Payment services.

IX. Other Provisions**Electronic Notice**

With your consent, we may send notices to you by electronic mail (e-mail). You may use e-mail to contact us about inquiries, maintenance, and/or some problem resolution issues. E-mail may not be a secure method of communication. We therefore recommend that you do not send confidential personal or financial information by e-mail. There may be times when you need to speak with someone immediately, especially to report a lost or stolen PIN, or to stop a payment. In these cases, **do not use e-mail**. Instead, call us at 270-384-6433, during regular business hours, Monday - Thursday 8:30 a.m. - 4:00 p.m., Friday 8:30 a.m. - 5:00 p.m., Saturday 8:30 a.m. - 12:00 p.m., excluding Bank Holidays.

Warranty and Software Limitations

NEITHER WE, NOR ANY OF OUR SUBSIDIARIES, ANY SOFTWARE SUPPLIER NOR ANY INFORMATION PROVIDERS MAKE ANY WARRANTY, EXPRESSED OR IMPLIED, TO YOU CONCERNING THE SOFTWARE, EQUIPMENT, BROWSER OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE (OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS), UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

Ownership of Website

The content, information and offerings on our website are owned by Bank of Columbia, and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.

Geographic Restrictions

Bank of Columbia Online Banking services described in this Agreement and available on our website are solely offered to citizens and residents of the United States of America currently residing in the United States. Citizens and residents outside the United States may not be able to access Bank of Columbia Online Banking or Bill Pay Service.

Scope of Agreement

This Agreement represents our complete agreement with you relating to our provision of Bank of Columbia Online Banking services. No other statement, oral or written, including language contained in our website, unless otherwise noted, is part of this agreement.

Assignments

The Bank may assign certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.