

# **New Carlisle Federal Savings Bank**

## **AGREEMENT INTERNET BANKING / ONLINE BILL PAYMENT**

### **Internet Banking Agreement**

Contracts and disclosures that you have already received, such as limitations on transfers from Money Market and Savings accounts, your Deposit Agreement with us, Funds Availability, Payment of Interest, Fees, Truth-in-Savings and Electronic Funds Transfer remain in full force and effect. The following provisions relate only to Internet Banking and are in addition to those provisions.

By enrolling in New Carlisle Federal's Online Banking Service, you agree to the addition of the following rules. Online Banking allows you to transfer funds and review account activity using a personal computer (PC). Please read these additional rules carefully and retain them for your records. This agreement is subject to applicable Federal and Ohio law. Federal law and regulation shall apply first, with any further interpretation made in accordance with Ohio State law. If any part of this agreement is found by a court of proper jurisdiction to be unenforceable, all other provisions will remain in effect.

This agreement is binding upon you and your heirs. It cannot be assigned by you. If we choose not to enforce a provision of the contract, it does not mean that we will not later enforce it (we cannot waive contract provisions by practice). Any changes to this agreement will be in writing. We may change this agreement by sending you notice at least 30 days before the change is effective. You agree that you are not relying on any other representations or understandings other than those contained herein.

### **Definitions**

"You" and "Your" refers to the deposit or loan customers (entities) who have enrolled in Internet Banking. "Us", "We" and "Our" mean New Carlisle Federal Savings Bank. "Internet Banking" refers to the services provided by us, from time to time, which can be accessed by you via the Internet. "Services" refers to information provided, rates, products, balance transfers, bill payment services and any other services we offer for which you are approved. "Account(s)" means the deposit, loan and other accounts you have with New Carlisle Federal to which you have access through Internet Banking/Bill Payment.

"Business Days" are Monday through Friday and excludes legal bank holidays.

### **Access Methods**

There are two ways to access your accounts through our Internet Banking system. Consumer Internet Banking is designed to serve the personal and small business customer base. Business Internet Banking is designed to serve the needs of our larger business customer. Business customers that also have a personal banking relationship with New Carlisle Federal will access their personal accounts through Consumer Internet Banking.

Internet access requires the use of Microsoft® Internet Explorer 6.0 (or higher) with 128-bit encryption. The Internet web site for Online Banking is located at "<http://www.newcarlislefederal.com/>" or such other Internet addresses as we may provide. No additional software is required for Internet access. Information is not stored on your PC unless you specifically download it to your PC.

The accounts to which you may have access through Internet Banking/Bill Payment include your checking, savings, certificate of deposit, individual retirement, installment loan, mortgage loan, home equity, line of credit and commercial loan accounts.

### **User ID, Password, Authorized Users and Security Issues**

You agree that the services will be accessed by use of a User ID and Password. Your User ID and Password should be kept secret by you. Individuals designated as primary owners of an account may have access to their accounts through Internet Banking/Bill Payment. You agree not to make a claim against us for any of your actions and to hold us harmless from any such actions or transactions, as to damages of any kind, including attorney's fees. By use of your User ID and Password, you agree that you have received,

read and understand this agreement. You are solely responsible for their use. Your access to Internet Banking will be blocked in the event your Password is entered incorrectly on three consecutive access attempts. If this occurs, please call New Carlisle Federal at 937-845-3636 during normal business hours.

You will ordinarily have access to services at all times. You understand, however, that system maintenance or other problems, such as phone system outages or equipment problems may occur, causing Internet Banking/Bill Payment to be temporarily unavailable.

User IDs, Passwords, and Secure Sign On that offers dual authentication are some of the devices we use to protect your information in Consumer Internet Banking. Business Internet Banking login credentials consists of three parts – Company ID, User ID and Password. We take security of your information seriously and you should too. You should be aware that in spite of security measures that can be taken, when data is transmitted, it can be intercepted. Therefore, we cannot warrant that your transmissions, particularly Email, are secure. For this reason we do not recommend sending sensitive personal information by Email.

### **Cash Management Information**

You agree that all ACH entries and/or wire orders are not allowed within the Consumer Internet Banking application. These services may be made available to Business Internet Banking customers upon request. Payments to other institutions can be processed through our Bill Pay application.

### **General Information**

Although there isn't any fee associated for Bill Payment, we reserve the right to alter this schedule in the future.

You understand that we do not warrant that any hardware or software you own can access the services and that you are solely responsible for fees you may incur in order to use the services (i.e., phone or Internet provider fees).

You also understand that we reserve the right not to affect transfers and payments made via Internet Banking Bill Payment:

\*When available funds in the account are insufficient to affect the transfer or payment. This could be due to legal process, because we placed a hold on your account, other transactions such as cash withdrawals, which take priority, have occurred or if an overdraft would have occurred if the transaction would have been completed. We also reserve the right to overdraw the account and assess our current overdraft charge.

\*Your regular periodic statement will reflect all transactions done through Internet Banking and our Bill Payment application.

\*We will take reasonable steps to make sure that Internet Banking/Bill Payment is a secure, accurate and available service. We cannot, however, warrant that Internet Banking/Bill Payment will be error-free, unreachable through efforts of "hackers" and others, or available at all times without fail. You agree to hold us harmless from any loss of any kind resulting from these circumstances or any others resulting from the use of our Internet Banking/Bill Payment system.

Stop Payments may be initiated by you through Internet Banking, if your check has been lost or stolen. The stop payment will be in effect for 6 months from the date of the request. New Carlisle Federal will not be bound by a stop payment order until it has had a reasonable period of time to act upon it, nor will a stop payment be effective if the Bank has already cashed the item or is already committed to honor the item as provided by the laws and rules regarding check or ACH processing.

This disclosure is in addition to and should be read with the "Electronic Funds Transfer; Your Rights and Responsibilities" that you received when opening your accounts. Electronic Funds Transfers that we allow to be conducted through the "Bill Pay" system are enumerated below. Make sure you carefully read and understand this disclosure. It contains important information about your rights and responsibilities when these services are used. You may not have all of these services available to you. Please keep a copy of this important information.

### **Types of Transfers, Services and Limitations**

Transfers may be made between Eligible Accounts. An "Eligible Account" is an Account linked to Online Banking that does not have withdrawal restrictions such as a certificate of deposit or IRA account. When you set up a transfer of funds between Eligible Accounts, you must enter the Eligible Accounts from which and to which the transfer is to be made and the amount to be transferred.

1. Review balance and account information on loan and deposit accounts; no limitation.
2. Review history on loans and deposits; no limits.
3. Transfer funds between deposit accounts, limits apply to the number of transfers on Savings and Money Market accounts.
4. Transfer funds from deposit to loan accounts (make payments).
5. If you use the "Bill Pay" service, there are no limits other than Bill Pay may only be used for **external payments** and may **only** be made out of your **checking account**.

Other exceptions to our liability:

\*If you knew, that your equipment or our equipment was not working properly and you attempted the transaction anyway;

\*If the balance in your account from which the transaction was attempted is subject to a hold by notice given to you under our Funds Availability Policy, legal process or any other legitimate reason;

\*If you did not give complete, accurate or current account numbers or other identifying information necessary and prudent for us to have before we could properly credit or debit your accounts;

\*If you provide inaccurate information or fail to notify us to correct information, that you know to be incorrect;

\*If you do not allow sufficient time for the transfer to be effected (i.e., resulting in overdraft charges or late fees because the transfer was made after the current business day's work had been processed);

\*Any damages of any kind for which Federal or Ohio law does not clearly establish our liability.

### **Same Day Transfers**

A one-time (non-recurring) same-day transfer of available funds may be made any day at any time. Same-day Transfers between, from and to deposit Accounts (e.g., checking and savings) are effective immediately. Note: Funds from a Same-day Transfer made after 7:00 p.m. Eastern Time on a Business Day will not be available to cover checks and other debits charged to the Account receiving the funds until the next Business Day.

Same Day Transfers to a New Carlisle Federal Installment Loan, Mortgage Loan, Equity or Commercial Loan Account may be made from **Checking and Savings Accounts**. Any such Same-day Transfer submitted prior to 7:00 p.m. Eastern Time on a Business Day will be posted to the receiving Account effective the same Business Day. Same-day Transfers submitted after 7:00 p.m. Eastern Time on a Business Day or at any time during a weekend or holiday will be posted to the receiving Account on the next Business Day.

Same-day Transfers are processed immediately and cannot be canceled after the instruction is sent to us.

### **Future Day Transfers**

A one-time (non-recurring) transfer scheduled for a future date (a "Future Transfer") will be processed on the scheduled transfer date, if that day is a Business Day. A Future Transfer scheduled for a non-Business Day

will be processed on the next Business Day. You may change or cancel a Future Day Transfer up until 7:00 p.m. on the scheduled date of transfer as long as it does not show the payment is in an "in-process" state. Future day transfer, that are made as a payment on a loan may be made from checking or savings accounts.

### **Recurring Transfers**

You may schedule transfers that do not vary in amount to automatically occur on a regular schedule of your choice. If you request that the first transfer in a recurring transfer take place on the day you initiate the Recurring Transfer, that first transfer will be processed as a Same-day Transfer, and all rules for a Same-day Transfer will apply to it.

Except for that situation, Recurring Transfers will be initiated on each scheduled transfer date, if that day is a Business Day. If a scheduled Recurring Transfer date is a non-Business Day, your scheduled Recurring Transfer will be processed on the next Business Day. Except for that situation, Recurring Transfers will be initiated on each scheduled transfer date, if that day is a Business Day. If a scheduled Recurring Transfer date is a non-Business Day, your scheduled Recurring Transfer will be processed on the next Business Day. You may change or cancel a Recurring Transfer up until 7:00 p.m. on the scheduled date of transfer as long as it does not show the payment is in an "in-process" state. Recurring Transfers, that are made as a payment on a loan, may be made from checking or savings accounts.

### **Failed Transfers**

If you don't have sufficient available funds in the Eligible Account from which the funds are to be transferred, we will not make the transfer on that date. If you still don't have sufficient available funds in the Eligible Account from which the funds are to be transferred, the transfer will be cancelled. If the transfer is a Recurring Transfer, the remaining transfers will not be affected. Within Internet Banking, you can setup to receive alerts if a transfer fails.

### **Balance Inquiries**

You may use Internet Banking to check the balances and recent activity of your Accounts. The balance shown by Internet Banking may not be your actual available balance. It may include deposits still subject to verification by us. The balance shown may also differ from your records because it may not include pending items such as deposits in progress, outstanding checks or other withdrawals, payments, or charges, or items in process.

### **Electronic Mail Messages**

Internet Banking provides you with the ability to send and receive electronic mail messages within the service to communicate confidential information to us. Please remember that electronic mail messages sent through Internet Banking may not be immediately received by us. If you need to contact us immediately, please call New Carlisle Federal at 937-845-3636.

### **Fees**

Online Bill Payment is free. Fees may be amended from time to time in accordance with the Rules. All other fees applicable to your Accounts remain in effect.

### **Hours of Operation**

Internet Banking/Bill Payment is available seven (7) days a week, 24 hours a day, except during maintenance periods or periods during which Internet Banking/Bill Payment otherwise is not operable.

Contact us by one of the following methods:

- Calling New Carlisle Federal at 937-845-3636
- Writing to us at P. O. Box 245, 400N. Main St., New Carlisle, Ohio 45344-0245
- Sending an electronic mail message to us from within our Internet Banking system

- Sending an e-mail to us via the Internet at internet.banking@ncfsb.com. (To protect your privacy over the Internet, we recommend that you do not send sensitive information like your account number or social security number by email.)

### **Your Rights and Liabilities**

If your Account is a Personal Account, your rights and liabilities regarding losses that occur because a Login ID or Password is used without permission or with respect to errors is outlined below.

Notify us at once if you believe someone has improperly obtained your online password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account.

Contact us by the following methods:

- Calling New Carlisle Federal at 937-845-3636
- Writing to us at P. O. Box 245, 400N. Main St., New Carlisle, Ohio 45344-0245
- Sending an electronic mail message to us from within our Internet Banking system
- Sending an e-mail to us via the Internet at internet.banking@ncfsb.com. (To protect your privacy over the Internet, we recommend that you do not send sensitive information like your account number or social security number by email.)

If your online password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you may lose no more than \$50 if someone used your online password without your permission to access a Bank deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please 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 extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.

### **Termination**

You may terminate your use of our Internet Banking/Bill Payment system at any time by:

- Calling New Carlisle Federal at 937-845-3636
- Writing to us at P. O. Box 245, 400N. Main St., New Carlisle, Ohio 45344-0245
- Sending an electronic mail message to us from within our Internet Banking system
- Sending an e-mail to us via the Internet at internet.banking@ncfsb.com. (To protect your privacy over the Internet, we recommend that you do not send sensitive information like your account number or social security number by email.)

Upon termination, any transfers which have not already occurred will be cancelled. We may terminate your access to Internet Banking, at any time, in whole or in part, for any reason without prior notice. Your access to Internet Banking will be terminated automatically, if you close your last Account with us or access to your last open Account is restricted for any reason. Termination will not affect your liability or obligations for transfers we have processed on your behalf.

### **Acceptance**

This Internet Banking / Online Bill Payment Agreement for accessing your account via New Carlisle Federal Savings Bank Internet Banking explains the terms and conditions governing the following online services: banking, bill pay and other banking services offered through New Carlisle Federal Savings Bank. By using the Internet Banking / Online Bill Payment Services you agree to abide by the terms and conditions of this Internet Banking/Bill Payment Agreement.