



**Country Bank Internet Banking Agreement**

By signing below, you agree to the terms and conditions of this Agreement. Each reference to “you” and “your” refers to each depositor or borrower (person or entity) who signs this Agreement, both individually and jointly with all other people who sign this Agreement. This Agreement shall apply to the following accounts, which are referred to as the “Accounts” in this Agreement, and shall also apply to any future Accounts that you may list in a supplement to this Agreement.

<u>Title of Account</u>	<u>Account Number</u>	<u>Loan or Deposit</u>	<u>Transfers permitted</u>
_____	_____	Deposit Loan	Yes No
_____	_____	Deposit Loan	Yes No
_____	_____	Deposit Loan	Yes No
_____	_____	Deposit Loan	Yes No
_____	_____	Deposit Loan	Yes No

Account designated for automatic charging of Internet Banking Fees: \_\_\_\_\_

See attached sheet for additional list of Accounts

**Introduction.** Country Bank (referred to below as the “Bank” or by terms such as “we” and “us”) offers Internet banking services to its customers. Certain basic services, as described below, are available to all customers who sign up for Internet banking services. There are additional Internet banking services that we may offer from time to time that are described in Supplements to this Agreement. All basic services described in this Agreement, and any additional features that are described in Supplements that you accept in the future, are collectively referred to in this Agreement as the “Services.” All the Services will be governed by this Agreement. In this Agreement, “Business Day” means any day on which the principal office of the Bank is open for the acceptance of deposits other than a Saturday, Sunday or legal holiday.

**Privacy Consent.** If you are a consumer, you have the right to keep your personal financial information at the Bank private and not have it disclosed to anyone, except as allowed by law. We have given you a copy of our privacy policy that describes your rights. If you sign this Agreement and list any of your personal accounts above, then your signature represents your consent to the disclosure of your personal information about transactions on those accounts to anyone else who signs this Agreement below.

**Basic Services.** You may use our Internet banking system to perform any of the following functions as Basic Services:

1. Transfer funds between any of the Accounts on which transfers are permitted as shown above;
2. Receive and download balance and transaction information on your Accounts;
3. Stop payment of a check that has been written on one of the Deposit Accounts listed above;
4. Receive electronic messages from and transmit messages to the Bank.

From time to time, we may make additional features available as part of these Basic Services.

You may make transfers of funds between Accounts **ONLY** for those Accounts for which transfers are permitted as indicated above.

**Use of the Services.** You agree to use the Services solely to conduct transactions related to the deposit accounts (collectively, "Deposit Accounts") and the loans (collectively, "Loan Accounts") listed in the table above. Those Deposit Accounts and Loan Accounts are collectively referred to as your Accounts. At least one of the Accounts must be a checking account with unlimited check writing privileges. If you close or delete the only checking account that you can access through the Services, then you will no longer be able to use the Services.

**PIN; Confidentiality of PIN.** Use of the Services requires a Personal Identification Number (the "PIN"), sometimes also called a password. We will assign you a PIN when we make the necessary arrangements for you to be able to use the Services. The first time you use the Services, you will be required to select a new PIN. You may change your PIN at any time while you are accessing the Services. You should not use your social security number, family birthdays, names, or other characters that may be easy for others to guess as your PIN. **You must keep your PIN confidential. Except as provided below regarding liability limits on certain consumer accounts, if your PIN is used for any transaction on any of the Accounts, that transaction will be effective and binding on you as though you had personally signed a written authorization for the transaction.** All transactions originated by use of the PIN will be subject to and governed by this Agreement.

We strongly discourage you from sharing your PIN with anyone and if you do so, it is at your sole risk and peril.

If a third party gains access to your PIN, you must immediately change the PIN to deny the third party access to your banking information and to deny the third party the ability to conduct transactions on your Accounts. The Bank will have no liability to you in the event a third party gains access to your PIN through no fault of the Bank.

You should always exit the Country Bank Internet Banking Website after you finish using the Services. Never leave your computer unattended while accessing the Services.

**Browser Security.** Not all information that you send over the Internet is secure. The Services use Secure Socket Layer ("SSL") 128-bit encryption security. You should verify that your Internet connection from your computer to us is secure so that confidential information you send to us cannot be read by anyone else.

**Time of Access.** You may generally use the Services 24 hours a day, seven days a week, but from time to time we will perform maintenance, which may interrupt the Services. We may also change the Services, which may cause interruptions while we implement the changes. We may perform maintenance or otherwise change the Services without advance notice to you of that there will be an interruption.

**Transfer of Funds Between Deposit Accounts.** You may use the Services to transfer available funds from one Deposit Account to another Deposit Account, or to transfer funds from a Deposit Account to a Loan Account to make a payment on that loan. You may do this only for Accounts for which you indicate above that transfers will be permitted. A transfer is your authorization to us to withdraw money from the Deposit Account designated when the transfer is made and deposit those funds it into the Deposit Account or use those funds to make a payment on a designated Loan Account, also as designated when the transfer is made.

We may, without notice or other obligation to you, refuse to process any transfer for security reasons or if the transfer would violate any law or any agreement you have with us.

If you originate a transfer on or before 6:00 pm, Eastern Time, on a Business Day, the transfer will be posted on that day. We may delay posting transfers that you originate at any other time until the next Business Day. Transferred funds will be available for withdrawal when they are posted. When you originate a transfer, you are permitted to specify that the transfer should not occur until a future Business Day, and if you do so, the transfer will be treated as having been originated prior to 6:00 pm on that future Business day.

**Account Information.** Information about your Accounts that you obtain using the Services will be current as of the end of the preceding Business Day, but will be subject to further adjustment and correction in the event of errors.

**Electronic Messages.** You may use the Services to send electronic messages to us and to receive electronic messages from us. Messages transmitted by you to us will not be read by us immediately. We will not be responsible for acting on or responding to any message you send to us using the Services until we review your message and have a reasonable opportunity to act on it. By signing below, you authorize us to send you electronic notices and disclosures instead of sending them by mail, except as required by law.

**Fees and Charges.** You must pay all fees for the Services as shown on the Country Bank Internet Banking Fee Schedule (the "Fee Schedule"). We have the right to change the Fee Schedule at any time upon 30 days notice. The notice may be given to you electronically through the Services and you will be deemed to have received the electronic notice one day after we transmit it to you. We may automatically charge the Deposit Account you designated above for all fees that you owe for access to and use of the Services.

You are solely responsible for all taxes imposed on any transaction you conduct using the Services. You are also solely responsible for all telephone charges, Internet access service charges and other costs for your online sessions. All other fees and charges for your Accounts will continue to apply.

**Errors and Adjustments.** You agree to repay promptly any amount credited to your Account in error, and you authorize us to charge any of your Deposit Accounts to obtain payment of any erroneous credit.

**Examination of Your Statements.** We will not be required to provide any notice to you of transactions using the Services except as shown on the periodic statements we send to you. You must promptly examine each periodic statement and report any discrepancies between your records and the statements we send to you. You must notify us in writing within 30 days after we send you the first statement showing any error or any transaction you have not authorized. If you do not give us written notice within 30 days, you will have waived any claim you have against us.

**Effect of Electronic Funds Transfer Act and Federal Reserve Regulation E.** Liability for electronic fund transfers made to or from a deposit account held by one or more consumers is governed by the Electronic Funds Transfer Act and Federal Reserve Regulation E. If you are a consumer, we have provided you with a separate disclosure statement describing the consumer protections that you have under the Electronic Funds Transfer Act. If any provision of this Agreement is inconsistent with that Act or our disclosure statement, the provisions of that Act and our disclosure statement will prevail and this Agreement will not limit your rights under that Act.

**Your Liability for Unauthorized Transfers.** Except as limited by the Electronic Funds Transfer Act for consumer accounts, you are fully and completely responsible for all transactions through the use of the Services that are conducted by any person using your PIN. The only exception is if you can prove by clear and convincing evidence that we disclosed your PIN to someone without your authorization and that, as a result of our disclosure, there was an unauthorized transaction involving your Account.

**Limits on the Bank's Liability.** If you suffer any damages as the result of the Services (such as due to an error in the performance of the Services, any inaccuracy in the data provided through the use of the Services, or the delay or failure to complete any transaction originated using the Services), our sole liability to you will be for any actual damages you suffer as a result of our gross negligence or willful misconduct, which you must establish by clear and convincing evidence.

In no event will we be liable to you for any indirect, consequential, punitive or exemplary damages. Under no circumstances will we have any liability to you for any transaction conducted using your PIN if we would not have completed the transaction had attempted to conduct it in person at one of our branches, or if you have breached any agreement with us related to the transaction. Furthermore, we will not be responsible for the inability to complete any transaction using the Services if the inability is caused by circumstances beyond our control, such as an act of God, error on the part of any third party service provider, power outage, equipment or software failure, or computer virus.

**No Representations or Warranties.** You acknowledge that no express or implied warranty, including, without limitation, any warranty of merchantability or fitness for a particular purpose, is made by us with respect to the Services and we hereby disclaim all such warranties.

**Account Overdrafts.** If an overdraft occurs in your Deposit Account as a direct or indirect result of your use of the Services, or if there is a negative balance in any of your Deposit Accounts for any other reason, you must deposit sufficient available funds into that Deposit Account to pay the amount of the overdraft or negative balance upon demand by Bank. This provision will not apply if you have an overdraft protection line of credit associated with the Deposit Account unless the overdraft exceeds the maximum amount of that line of credit.

**Uncertainty as to Application of Funds.** If we are uncertain as to who may be entitled to any funds in any Account, or who is entitled to the proceeds of any transfer of funds you originate, we have the right to either hold the funds in question pending receipt of a court order or commence an legal action to resolve the uncertainty. However, we have no obligation to do so and our right to do so shall be in addition to any other rights that we may have under any agreement or by law.

**Indemnification.** You indemnify and hold us, our affiliates, officers, directors and employees (“Covered Parties”) harmless from and against all claims, actions, losses and expenses, including attorney’s fees and costs, incurred by any of the Covered Parties arising out of, related to, or in connection with this Agreement, the Services or the breach of any of your obligations under this Agreement, except those shown by clear and convincing evidence to have arisen due to the gross negligence or willful misconduct of any of the Covered Parties. This indemnification shall survive the termination of this Agreement.

**Other Agreements; Severability; Governing Law.** The terms and conditions of this Agreement are cumulative with and in addition to any terms, all other agreements, rules, regulations and disclosures that apply to your Accounts. If any provision of this Agreement is unlawful or unenforceable, such provision will be ineffective but will not affect the enforceability of any other provision hereof. No consumer protection provision of the Federal Electronic Fund Transfer Act or Federal Reserve Board Regulation E is intended to be waived by you under this Agreement unless the waiver is permitted by law. The parties agree to be bound by the operating rules and guidelines of the National Automated Clearing House Association and the applicable local automated clearinghouse association as in effect from time to time with respect to all automated clearinghouse transfers made hereunder. This Agreement will be governed by the substantive laws of the State of New York.

**Amendments.** We may amend this Agreement from time to time. Each amendment will be effective when we mail you a notice describing the amendment. If no federal or state law specifically governs the amendment, the amendment shall be effective 10 calendar days after we send the notice to you. Unless prohibited by law, we may change any term of this Agreement without prior notice or obligation to you: (a) for security reasons or (b) to comply with applicable law.

**Termination.** We may cancel or restrict your use of the Services or any part of them at any time without notice. You may cancel the Services by written notice to us at any time. If you cancel the Services, we will have a reasonable time to act on the notice after we receive it. Transactions using the Services that you originate before we act on the notice of cancellation may be processed and completed.

**Assignment.** You may not assign all or any part of your rights or obligations under this Agreement without our prior written 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. This Agreement will be binding on and inure to the benefit of the successors and assigns of either party.

**No Third-Party Beneficiaries.** This Agreement is for the sole benefit of you and us. It is not intended to grant, and does not grant, any rights to, or otherwise benefit, any other person.

**Notices.** Except as otherwise provided in this Agreement, any notice required or permitted hereunder shall be in writing and shall be deemed given when deposited in the United States mail, postage prepaid, and addressed to the Bank at its principal office or to you at the address shown on our records as the address for the applicable Account. Except as prohibited by law, we may also give you notice electronically in a manner that it is displayed to you automatically when you attempt to use the Services.

**Legal Fees.** In the event of any dispute arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys’ fees, court costs and collection expenses.

**Delay of Performance.** We will not be liable to you for any delay or default in performing under this Agreement if the delay or default is caused by conditions beyond our control including, but not limited to, equipment malfunctions, the unavailability of any computer network or the Internet, Acts of God, Government restrictions, acts of terrorism, wars, insurrections or any other cause beyond our reasonable control.

**Choice of Forum and Jury Trial Waiver.** In the event any litigation is instituted to enforce or interpret this Agreement, the exclusive forum for that litigation shall be the courts of the State of New York located in New York County. YOU AND THE BANK WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT.

Date: \_\_\_\_\_

**NOTE: This Agreement must be signed by all depositors of all accounts listed at the beginning of this Agreement.**

If you are requesting Online Banking access for Personal account(s) and/or Business account(s), please enter the appropriate information. If you are requesting Single and Joint accounts, two forms must be completed with all appropriate signatures. If you need assistance or have additional questions, please contact your branch manager.

**\*If this is a Personal account, please begin here:**

Last Name

First Name

Mailing Address

City  State  Zip Code

E-mail Address

**\*If this is a Business account, please begin here:**

Business/ Corporate Name

Mailing Address

Address Line 2

City  State  Zip Code

E-mail Address

**\*Please complete the following for Personal and Business Accounts:**

Personal Account: Social Security Number

Business Account: Tax Identification Number

Daytime Telephone Number

Evening Telephone Number

**\*Only if this is a Personal account, please complete the following:**

Date of Birth (mm/dd/yyyy)  /  /

Mother's Maiden Name (for security verification)

**\*Only if this is a Business account, please complete the following:**

**Please provide two passwords for security verification:**

1.)  2.)

**\*\*All Requests must complete the following information:**

Please enter your **Country Bank Primary Account Number:**   
(a checking account is required for Online Banking)

**Please sign below:**

I/We acknowledge receipt of the OnLine Disclosure Statement from Country Bank and agree to be bound by the policies and terms within.

\_\_\_\_\_  
Applicant Signature/Title (if applicable)                      Date

\_\_\_\_\_  
Applicant Signature/Title (if applicable)                      Date

\_\_\_\_\_  
Applicant Signature/Title (if applicable)                      Date

<p><b>For Internal Bank Use Only:</b></p> <p>I am confirming I have checked the relationship between the signer of this document and the accounts. The accounts can be accepted "as is" for viewing and transfer capabilities according to Single and Joint account policy.</p> <p>_____</p> <p>Manager/Branch <span style="float: right;">Date</span></p>
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