



## **Online Information Sheet, Disclosures, and Access Agreement**

### **Welcome to Community First Bank (CFB) (“the Bank”) Online**

This Online PC Banking Agreement and Disclosure (the "Agreement") discusses how you can use CFB Online (the "Service") to obtain information about your accounts, to transfer funds between your accounts, and to request certain other bank services. It also contains the terms and conditions governing the Service. A hard copy of this document is available upon request by calling us at 864-638-2105 or 1-877-881-2130.

If you use CFB Online, you thereby indicate your consent to these terms. You may either print a copy of this Agreement for your records now, or you may call and request a paper copy.

#### **SECURITY & PROTECTING YOUR ACCOUNT**

CFB is strongly committed to protecting the security and confidentiality of our customer account information. CFB uses state-of-the-art technology in the ongoing development of its Online PC Banking service to ensure this security. We use several different methods to protect your account information:

- \* You can only access CFB Online with certain browsers that have a high security standard.
- \* Your account numbers are not displayed in full -only the last 4 digits can be viewed.
- \* You must have a valid Access ID and Password to logon.
- \* If no action is taken for 10 minutes, you will be automatically logged off CFB Online.

#### **Your Responsibility:**

You agree....

- \* Not to give out your identifying information such as your PC Password to any other person. The Bank may rely on your Access ID to identify you when providing banking services to you.
- \* Never to leave your account information displayed in an area accessible by others.
- \* Never to leave your PC unattended while using CFB Online.
- \* Exit the system by clicking on EXIT after using CFB Online.
- \* Notify CFB at 864-638-2105 or 1-877-881-2130 immediately if you suspect that your

Access ID or Password has become known to any unauthorized person.

#### **CFB ONLINE E-MAIL COMMUNICATIONS**

Communications sent over the public Internet are not necessarily secure. Electronic messages sent & received via the “Contact Us” option in CFB Online are not encrypted. However, once you log in to our Internet Banking Message Center module using your Access ID and password, and your browser shows that a secure connection has been established, messages are secure & encrypted. Therefore, we will not send, and we strongly suggest that you do not send, any confidential account information unless using the Internet Banking Message Center. You agree that we may take a reasonable time to act on any e-mail. Correspondence that requires expeditious handling (for example, if you need to report an unauthorized transaction from one of

your accounts, or if you need to immediately stop payment on a check you have issued) should be made by calling CFB. You agree that CFB may send you electronic messages about other products or services we offer should we so choose.

## **REGISTRATION**

**Business Accounts.** CFB business account customers must enroll in CFB Online PC Banking Services at the bank. Additional agreements and disclosures and/or enrollment forms will be provided at that time.

Business account customers must complete accounts you want to link to an Access ID, and what activity level each account linked to your Access ID will have. There are some limits on the accounts that can be linked to your Access ID. The person you appoint as your Access ID Administrator will decide which of your accounts to link to each Access ID and what activity level is appropriate for each account linked to the Access ID.

There are different activity levels that can be assigned to an Access ID. All available accounts will have at least the Account Summary level. Only checking, money market deposit accounts, non-IRA savings accounts, and loan accounts may also have the second activity level. At the present time, the activity levels are:

(1) Account Inquiry: This activity level will allow you to obtain current account balance and transaction information for the previous 60 days. This activity level does not include transferring funds.

(2) Transferring Funds: This activity level allows you to obtain account information, to transfer funds between accounts linked to the Access ID, and to obtain certain other banking services. Each checking, money market, non-IRA savings accounts, and loan account linked to your Access ID will have this activity level, unless you choose otherwise.

## **FUNDS TRANSFER SERVICE**

If you are a consumer, and you have an Access ID and Password from us, you will be able to transfer funds between your CFB accounts. If you do not want to have the ability to funds transfer between accounts using CFB Online, or if you want to restrict the accounts from which you can transfer funds using your Access ID and Password, call us at 864-638-2105 or 1-877-881-2130 and we will make the necessary adjustments to this service for you.

Commercial Customers must have an Access ID linked to account with at least a Funds Transfer activity level to be able to transfer funds between accounts. Upon executing the appropriate documents, you can make transfers between your CFB deposit accounts.

The terms that apply to the Funds Transfer Service are set forth more fully below.

## **ONLINE PC Banking FUNDS TRANSFER PROVISIONS**

As a CFB Online customer, you can make immediate transfers between your CFB deposit accounts (and between your deposit accounts and your Money Market Account) over the Internet. All such transfers are subject to the terms of these Online PC Banking Funds Transfer Provisions (the "Transfer Provisions") and to the disclosures given to you at the time you opened your account in our bank. You can also use CFB Online to transfer funds between certain line of credit accounts and your deposit accounts. Transfers are not permitted from one line of credit account to another line of credit account. By using the Funds Transfer Service (the "Service"), you agree to these Transfer Provisions.

### **1. General Information.**

a. **Meaning Of Terms.** As used in the Transfer Provisions, the following words have the meanings given below. "You" and "your(s)" refer to each person (including any business) who applies to use the Service, and each person who uses the Service with the permission of an applicant. "Business" means any corporation, partnership, limited liability company, sole proprietorship or any other type of entity maintaining a deposit account for commercial purposes. "We," "us," "our(s)," "Community First Bank" or "Bank" refers to Community First Bank which holds an account that is accessed by the Service. "Business Day" means Monday through Friday, except banking holidays.

- Funds transfers are subject to applicable restrictions governing such accounts as described in the deposit agreement and disclosure. Any transfer submitted prior to 2:00 p.m. Eastern Standard Time Monday through Friday will be considered a current business day transaction. Any transfer submitted after 2:00 p.m. EST Monday through Friday will be considered a next business day transaction. Saturday, Sunday, or any Federal or State holiday observed by the bank are not considered business days. Any transfer submitted on Saturday, Sunday, or any Federal or State holiday observed by the bank will be considered a next business day transaction.

b. **Which Sections of These Provisions Apply to Consumer and Business Customers.**  
**Exclusion.** When using the Service in connection with accounts established primarily for personal, family, or household purposes ("consumer" or "personal" accounts), Sections 1 and 2 of these Transfer Provisions apply to you. When using the Service in connection with accounts established primarily for business purposes, Section 3 of these Transfer Provisions apply to you.

c. **Authorization To Charge Accounts.** You are responsible for all transfers you or your authorized representative makes using the Service. You authorize us to debit your designated account(s) for any transactions accomplished through the use of the Service (including the transfer of funds from another deposit account or overdraft line of credit or Overdraft Privilege that provides overdraft protection, if you have one of those services in effect and have not opted out of Overdraft Privilege). You agree that we may comply with transfer instructions entered by any one person using an authorized Access ID and Password, notwithstanding any provision that may be contained in other account documentation purporting to require more than one signature to withdraw funds from the account.

If you permit another person to use CFB Online or give them your Access ID or Password, you are responsible for transfers, payments or advances that person makes from the deposit and credit accounts linked to your Service registration even if that person exceeds your authorization.

d. Schedule of Fees For the Funds Transfer Service. Fees applicable to the funds transfer service are disclosed in disclosures provided at the time the account is opened in one of the CFB and as may be amended from time to time with the customer notified as prescribed by applicable regulatory guidelines.

## 2. Online PC Banking Funds Transfer Service Particulars.

a. Types of Transfers; Posting. You can transfer funds between your Checking and Savings accounts using CFB Online, and between your deposit accounts and your Money Market Account. All such transfers are effective when you complete the transaction online (subject to our 2:00 p.m. cut-off as referenced in section 1a)

You can also transfer funds between your deposit accounts and certain line of credit accounts using CFB Online. Transfers to a line of credit account will not be reflected in your line of credit account until the business day following the day on which you complete the transaction. You cannot transfer funds between line of credit accounts using the Service.

b. Limits On Transactions. There is a maximum dollar limit on any transfer equal to the available balance in your account plus the available balance or credit balance in any other account.

c. Availability. Funds must be available in the account from which you wish to transfer.

d. Restrictions on Transfers from Savings and Money Market Accounts. Under Federal funds on the date you enter the transaction. Reserve Board Regulation D, you may make an unlimited number of deposits or transfers into a savings or money market account; however, you may make no more than six transfers or withdrawals out of such an account per monthly statement cycle (not counting transactions made at ATMs or at banking centers). Transfers made by telephone, personal computer or funds automatically transferred from a savings or money market account to another deposit account for overdraft protection are counted toward the six total permitted monthly transfers or withdrawals. If your transactions exceed the legal limit, we will charge you a fee for each such transaction in excess of the legal limit as outlined in our fee schedule at the time you opened your account at our bank. If you exceed the restrictions more than three times during a 12-month period, we will close the savings or money market account and transfer the funds to a checking account. On Regular Savings accounts, we charge a fee for each withdrawal or transfer in excess of three per quarterly cycle. The amount of these fees and the minimum balances necessary to avoid these fees, where applicable, are set forth in the Schedule of Fees given to you at the time you opened your account at our bank.

e. Insufficient Funds to Complete Transfer. If your account does not have sufficient funds to complete a transfer as of the date the transfer is scheduled to be made, the transfer may not be completed, but if we do complete the transfer as an accommodation to you, you are responsible for any overdraft created with fees charged as disclosed to you at the time you opened your account in our bank.

f. **Correcting or Canceling Your Transfer.** You cannot cancel your transfer after it has been entered in CFB Online and the information transmitted to us. You can correct information about a transfer before you send us the information, and you can use CFB Online to reverse a transaction after it has been entered.

g. **Documentation and Verification of Transfers.** The date and amount of transfers made through CFB Online will be shown on the Transaction History screen of CFB Online, and will also be shown on your printed statements for the accounts from which and to which the transfer is made.

h. **Address and Telephone Number For Notification Of Unauthorized Use.** If you believe your Access ID or password has become known by an unauthorized person, or that someone has transferred money without your permission, call CFB immediately at: 864-638-2105 or 1-877-881-2130. If you suggest that an unauthorized transfer may have occurred, we may require you to sign an affidavit.

Also contact us with any other questions or problems that you may have regarding the Service, including:

- \* You have a problem with a transfer you authorized, or your statement reflects a transfer you think is in error.
- \* You need to obtain documentation concerning a transfer previously issued from your account. (There may be a fee for these requests, as disclosed in the Schedule of Fees given to you at the time you opened your account).

i. **Disclosure of Account Information.** We may disclose information to third parties about your account or the payments or transfers you make:

- \* When necessary for verifying or completing payments or transfers, or to resolve a problem related to a payment or transfer;
- \* To verify the existence and status of your account for a third party such as a credit bureau or merchant;
- \* At the Bank's discretion, to any of our subsidiaries or affiliates (unless you have completed an opt out form as per our Privacy Disclosure);
- \* If you give us your written (including electronic message) permission; or
- \* As otherwise permitted or required in the Bank's Deposit Agreement and Disclosures or other applicable agreements, or by law or government regulations.

### 3. Additional Provisions Applicable Only to Business Accounts.

a. **Enrollment Form and Certification of Authority.** Before using the Service, you must execute and deliver to us an Access Identifier Enrollment Form, which includes a Certification of Authority. This enrollment form is incorporated by reference as part of this Agreement. Only a person whose Access ID has a "Financial Transaction" activity level may sign up for the CFB Online Funds Transfer Service.

b. **Protecting Your Access ID and Password.** You agree that we may send confidential mailings, including Access ID and Password confirmations, to the current address shown in our records for your primary checking account, whether or not that address includes a designation for delivery to the attention of any particular individual; and you further agree that

CFB will not be responsible or liable to you in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit or at your place of business.

You agree to: (1) keep your Access ID and Password secure and strictly confidential, providing them only to authorized signers on your account(s) or other trusted employees, agents, etc. who you want to act as your representative to access your account(s); (2) instruct each person to whom you give your Access ID and Password that he or she is not to disclose them to any unauthorized person; and (3) immediately notify us and select a new Access ID and Password if you believe your confidential codes may have become known to an unauthorized person.

The Bank shall have no liability to you for any unauthorized payment or transfer made using your Access ID and Password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We reserve the right to suspend or cancel your Access ID and password, even without receiving such notice from you, if we suspect they are being used in an unauthorized or fraudulent manner.

c. **Your Obligation to Examine Records And Report Discrepancies.** The Bank provides no separate written confirmation of individual payments or transfers. Confirmation is provided through online information available from the Service and through your periodic mailed account statements. You agree to examine your statement promptly and to notify us immediately of any discrepancy between the statement and your other account records. You also agree to notify us immediately of any discrepancy you may find in reviewing online information. In no event shall the Bank be liable for interest compensation as described below, unless we are notified of a discrepancy within 30 days from the date of your first statement reflecting the discrepancy.

d. **Acknowledgment of Commercially Reasonable Security Procedures.** By using the Service, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions which are commercially reasonable. You agree to be bound by any instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we have had a reasonable opportunity to act on such notice).

e. **Limitation of Bank's Liability.** If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount which is less than the amount per your instructions, unless otherwise required by law our liability shall be limited to interest on the amount which we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event shall we be liable to both parties, and our payment to either party shall fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law our liability shall be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under

this agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where our Bank is headquartered for each day interest is due, computed on the basis of a 360-day year.

Unless otherwise required by law, in no event will the Bank be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages.

#### **MISCELLANEOUS PROVISIONS RELATED AGREEMENTS**

Your CFB accounts accessed by CFB Online continue to be governed by all agreements, documents, and disclosures provided to you, and as they are amended from time to time. If you have overdraft protection or credit card accounts that are accessed by the Service, they continue to be governed by the applicable agreements you have with CFB. If any inconsistency exists between such other documentation and this Agreement, then this Agreement shall control to the extent of the inconsistency. Both parties (you and CFB) agree to submit any dispute arising from use of this service to binding arbitration in the State of South Carolina according to the rules of the American Arbitration Association.

#### **OUR ABILITY TO TERMINATE SERVICES**

You are responsible for complying with all the terms of this Agreement and with the terms of the agreements governing the accounts to or from which transfers are made using the Service. We can terminate your electronic banking privileges under this Agreement without notice to you if you do not pay any fee when due, or if you do not comply with any agreement governing your accounts, or if any such account is not maintained in good standing.

We can also terminate the Service if we believe that an actual or potential unauthorized use of your Access ID, Password or account may be occurring.

CFB reserves the right to terminate your access to the CFB Online Service or any portion of it in its sole discretion, without notice and without limitation, except as may be required by law.

#### **AMENDMENT**

We can amend this Agreement upon notice to you, which you agree may be sent by e-mail. Any notice will be effective not later than ten (10) days after we send the notice (unless a law or regulation requires a longer notice period), whether or not you have retrieved the notice by that time.

#### **NEW SERVICES**

We may, from time to time, introduce new services that are part of CFB Online. We will update this Agreement to notify you of these new services. By using CFB Online after those new services become available, you agree to be bound by the terms contained in the revised agreement.

#### **VIRUS PROTECTION**

You agree that CFB is not responsible for any electronic virus that you may encounter using CFB Online. We encourage you to routinely scan your PC and diskettes using any reliable virus protection product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt and destroy your programs, files and even your hardware.

## **OUR LIABILITY**

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that CFB nor any of its subsidiaries or affiliates nor any third party service providers engaged by CFB to perform any of the services connected with CFB Online shall be responsible for any damages, loss, property damage or bodily injury, incurred as a result of your using or attempting to use the CFB Online Service, whether caused by the equipment, software, Internet browser providers such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Internet Explorer browser), Internet access providers or on-line service providers or an agent or subcontractor of any of the foregoing. Nor shall CFB or any third party service providers engaged by CFB be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, CFB Online or Internet browser or access software, or from the unavailability of CFB Online or for any errors in information provided through that service.

## **CHARGES AND FEES**

Customer Service requests for which you may be charged by CFB includes: ordering copies of checks, copies of statements or other requests made through the 'Send a Request' option. These service requests are subject to CFB's normal service charges that were disclosed at account opening and in any subsequent editions of or amendments to your Schedule of Fees brochure. Please refer to the latest version of your Schedule of Fees & Disclosure document and any applicable amendments. You may call us to request current or additional fees schedules at 864-638-2105 or 1-877-881-2130.

Transfers of funds using CFB Online are free except as follows. If you have a Money Market Account, (Personal Performance Investment Account, Business Investment Account, or Business Premium Investment Account), the number of transactions that you are allowed during a monthly statement cycle is limited. Transfers through CFB Online are counted, and if you exceed six pre-authorized transfers or third party payments per monthly cycle, your account will be charged as per the fee disclosures provided at account opening. If a transfer from a deposit account draws funds from the Overdraft Privilege product or an overdraft line of credit, or you directly make a transfer from your line of credit, you may be charged a fee for each advance, as stated in applicable agreements and disclosures provided to you. On Money Market Savings accounts (Personal Regular Savings, Youth Savings, or Business Savings) the number of transfers that you are allowed during a monthly statement cycle are limited. Transfers through CFB Online are included, and if you exceed three (3) transactions per quarterly statement cycle, your account may be charged an excessive activity fee as per the fee disclosure provided at account opening.

## **ENTIRE AGREEMENT**

This Agreement, as it may be amended from time to time, and if you are a business customer, your Access ID. Agreement and Disclosure and the Access Identifier Enrollment Form, contain the entire understanding between you and CFB concerning the CFB Online service itself, and supersede any verbal conversations, other communications, and previous agreements, if any. Related account disclosures provided to you at the time you opened your account contain other applicable and required regulatory disclosures. Additional copies of these disclosures may be obtained by calling us as indicated below.

**YOUR AGREEMENT TO THESE TERMS AND CONDITIONS**

Your registration for CFB Online confirms (1) your agreement to be bound by all the terms and conditions of this Agreement; and (2) your acknowledgment that you received and understand the terms of this Agreement. Other applicable disclosures related to your account were provided to you at the time you opened your account in one of our offices. Should you desire additional copies of these disclosures, please call us at 864-638-2105 or 1-877-881-2130.