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# Business and Consumer Online Banking Access Agreement & Disclosure Statement

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## **Print Disclosure**

This Online Access Agreement & Disclosure Statement states the terms and conditions that apply when you open qualifying account(s) on the Internet, Internet-enable qualifying account(s), access account information over the Internet, or transfer funds between qualifying Internet-enabled accounts, including through mobile devices. This agreement, the Enrollment Form, the Terms & Conditions of Your Account with Community First Bank, all Fee Schedules, and if applicable, the ACH Credit/Debit Authorization Agreement, are collectively referred to as the "Agreement". This Agreement applies to both consumer and business accounts, defined below, though specific provisions herein may apply only to consumer accounts or only to business accounts, as indicated. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this Agreement.

## **Explanation of Certain Terms**

- “We”, “us” and “our” means **Community First Bank**
- “You” and “your” mean an individual person or business entity that we permit to use the Internet banking services subject to the terms of this agreement.
- “Company” refers to business entity business entity that we permit to use the Internet banking services subject to the terms of this agreement and "Company representative" refers to, if you are a business entity, anyone we reasonably believe, in accordance with our security procedures, to be authorized to act on your behalf in connection with our Online Banking service.
- “Internet-enable” your account(s) means to enable you to obtain our service that allows you to obtain information and perform transactions we make available for your qualifying accounts over the Internet by use of a personal computer or other means we authorize or allow.
- “Online Banking” means the services provided under this agreement, including Mobile Banking Services, which allow you to access information about your Internet-enabled accounts, transfer funds between qualifying accounts, and perform other transactions and obtain other services that we authorize or allow, but does not include our bill pay service.
- “Online” means through the Internet by use of a personal computer or other screen-based electronic device.
- “Account” means a deposit, loan or other account for which transactions may be performed using our Online Banking service.
- "Consumer account" means an account established primarily for personal, family, or household use.
- “Business account” means an account that is not a consumer account.
- “Access codes” include the customer identification number, log-in, password and any other means of access to our Online Banking service we establish or provide for you.
- "Mobile Banking Services" means services that allow you to use a Mobile Device (including, but not limited to, an Android™ phone or an iPhone® to access Community First Bank’s Online Banking (referred as Online Banking hereinafter), including, but not limited to, through a mobile app or through Community First Bank’s mobile optimized internet site. “Mobile Deposit” means use of a mobile app to remotely deposit checks into a deposit account at Community First Bank using the Mobile Banking Services and a camera on a Mobile Device to image the check. “Mobile Device" means a mobile device, including, but not limited to, a mobile phone, personal digital assistant, or tablet.



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- “Business Online Banking” and “BOB” refer to services provided to business customers that executed a separate Business Agreement and enrolled in Business Online Banking. The services provided pursuant to the Business Agreement are outlined therein.
- "Electronic funds transfers" refers to pre- authorized transactions and transfers to and from your accounts using BOB.
- “ACH” refers to Automated Clearing House, an electronic network for the processing of certain financial transactions, as defined and regulated under the rules of the National Automated Clearing House Association (“NACHA”), as amended.
- "Services" refers to the online or mobile banking services provided pursuant to this Agreement.
- "Order" or "Orders" has the same meaning as under the rules of NACHA, as amended.

### **Access Codes**

To use our Online Banking Services, you must use the access codes we establish or provide for you; business customers will receive a Company ID in addition to a user ID and password following execution of this and any related agreements. You may be required to change your password upon your first use of the Services. Once your password is changed you will control and manage your users’ passwords (“Passwords”) and will be solely responsible for the use by anyone of the Services who utilizes your correct Passwords. Business customers will have the ability to set up additional users to access your accounts and will be responsible for assigning such users passwords and for maintaining the security surrounding your users, Passwords and user transaction authority. Keep your account information confidential to prevent unauthorized use or loss to your accounts. Anyone to whom you give your access codes will have full access to your accounts even if you attempt to limit that person’s authority. Additionally, that person will have full access to any other of your accounts which are accessed by those access codes, even if those accounts are in your name with another person. None of our employees or employees of our affiliates will contact you via phone or e-mail requesting your access codes. If you are contacted by anyone requesting this information, please contact us immediately at our phone number shown in the section below entitled “Notify us IMMEDIATELY for Unauthorized Transactions.”

### **Protecting Your Personal Information**

In addition to protecting your access codes, you should also take precautions to protect your personal identification information, such as your driver’s license, Social Security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should treat personal information with the same level of care that you would for your account information. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our Online Banking service.

### **Security & Control**

The Bank’s Online Banking security procedure (“Security Procedure”) presently uses 128-bit SSL encryption and requires use of login credentials: User ID and User Password. Further authentication occurs by using a login security called Out of Band Authentication, which not only verifies login credentials, but also the user’s computer. A Company will appoint a Primary Company Administrator, set up by the Bank, who is responsible for establishing users and providing them access to accounts, banking services, and setting daily/transaction limits. Security Procedure measures may change from time to time as the Bank deems necessary.

It is your sole responsibility to protect yourself from fraudulent transfer activity and to prevent unauthorized users from accessing online banking resources. User passwords should be kept confidential and not shared by other users, posted on computers or written down. You assume the entire responsibility to ensure all computers and other devices used for Online banking comply with the following security protocols:

- All software including Operating System & all applications are up to date, fully patched and will be on an ongoing basis.



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- Anti-malware, anti-virus and firewall are used, up to date and will continually be updated on an ongoing basis.
- Unsecure wireless networks including free WI-FI hot spots will not be used to access Online banking.

In addition, except as otherwise required by law, and then only to the minimum required, you agree that Community First Bank will not be held liable for account takeover or unauthorized account access via malicious software that occurs on any access device utilized to access your accounts. You assume any and all responsibility of virus/malware protection and detection and cede the rights to any funds sent fraudulently through Online Banking to the maximum extent provided by law.

You agree that the above-described Security Procedure is commercially reasonable and is the Security Procedure that best meets your wishes and requirements given the size, type and frequency of the Orders you will issue to Bank. You further agree to safeguard any number, code, Passwords, test key, or other identifier assigned to you, from discovery by any unauthorized person. The Security Procedure is not designed to and will not detect errors and you assume all responsibility for errors that may be contained in Orders to Bank.

You are responsible for maintaining & implementing a layered defense strategy that includes technical, operational, and organizational controls. You are responsible for having technical defenses such as, firewalls and anti-virus systems. You are responsible for ensuring that all computers used to access Online Banking have current anti-virus systems and that any other software installed has current security patches. You further agree to safeguard any number, code, Passwords, test key, or other identifier assigned to it, from discovery by any unauthorized person.

**Notwithstanding our efforts to insure that Online Banking, is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that data transfers utilizing Business Online Banking, Consumer Online Banking, or email transmitted to and from us, will not be monitored or read by others.**

You understand and agree that when the Bank acts on any Order, Bank and any beneficiary's bank may rely solely on (i) the beneficiary's account number even if it identifies a person different from the named beneficiary, and (ii) if provided to Bank, the identification number of any other financial institution through or to which the funds are to be transferred, rather than the name of the financial institution. You expressly agree to be bound by any Order, whether or not authorized, issued in your name and accepted by Bank in compliance with the Security Procedure.

The Bank has the right to monitor and review all Online Banking activity but undertakes no obligation to monitor transactions through Online Banking to determine that they are made on behalf of the account holder.

#### **Individual Agreement for Online Banking Service**

We do not have joint agreements for our Online Banking service. If you are an individual or sole proprietor, you are the only customer under this agreement. However, any of the accounts to which you have access through our Online Banking service may be jointly owned with, or joint obligations with, others.

#### **Qualifying Accounts**

This section applies only to transactions from consumer accounts.

We will tell you which types of accounts qualify for our Online Banking services. You must be a named owner/obligor on the account in our records for it to qualify. Any account requiring more than one signature for withdrawal, debit or transfer of funds does not qualify. You agree to provide us with any authority we require before we permit access to any qualifying account.

#### **How to Use Our Online Banking Service**

Please refer to the online help and instructions on how to use our Online Banking service. These instructions are part of this agreement.



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### **Types of Online Banking Services**

You, or someone you have authorized by giving them your access code (even if that person exceeds your authority), can instruct us to perform the following transactions:

- Transfer funds between qualifying accounts;
- Obtain information that we make available about qualifying accounts; and
- Obtain other services or perform other transactions that we allow.

### **Preauthorized Recurring Fund Transfers**

To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

### **Communications Link and Your Equipment**

It is your responsibility to obtain and maintain your online communications link to our Online Banking service to ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities. You are responsible for obtaining, installing, maintaining and operating all hardware, software and Internet access services necessary for obtaining our Online Banking service.

### **Limits on Online Funds Transfers**

You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars.

For security reasons, we may implement limits on the number or amount of transactions you can make using our Online Banking service. We also reserve the right to limit or suspend access to our Online Banking service as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.

If any qualifying accounts are money market deposit accounts or savings deposit accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in any specified period. The specified period for money market deposit accounts is the monthly statement period. The specified period for savings deposit accounts is a calendar month. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone agreement, order or instruction. A total of only 6 of these kinds of withdrawals may be made by check, draft, debit card, or similar order payable to third parties.

### **When Online Funds Transfers are Made**

Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. You should allow at least 1 business day for us to process transfers.

Each transfer will be posted to any account with us from which it is made, and to any other account with us that is involved in the transaction, on the business day on which the transfer is made. Each transfer you make on a non-business day, or after our Online Banking cut-off time on any business day, will be considered made on the following business day. Information you obtain about your accounts using our Online Banking service may not reflect transactions that have not yet been posted to your accounts and may reflect provisional credits made to your account. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information, and you further agree that you may not rely on any statement by any bank employee or agent that a transfer has cleared or final payment was made on a transfer. It is your responsibility to make such determination from a source other than us.



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### **Our Liability for Failure to Complete Transfers from Consumer Accounts**

If we do not complete a transfer from a consumer account on time or in the correct amount according to our agreement with you, we will be liable for only your actual losses. However, there are exceptions to our liability and the amounts you may recover.

We will NOT be liable, for instance:

- If, unless solely due to our error, you do not have enough available money in the account from which a transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a transfer because of insufficient funds.
- If any transfer would go over the credit limit of any account.
- If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
- If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction.
- If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware or would have been aware of had you used due diligence.
- If you do not instruct us soon enough for your transfer to be received and credited.
- If the money in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction.
- If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.
- If our liability is limited by any other agreement between you and us or by applicable law.

### **Business Days**

Our Online Banking service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days on which we are open to the public for transacting banking functions and activities, but in no event shall include Saturdays, Sundays and federal holidays.

Transactions made through Online Banking shall be considered received by Bank in accordance with the applicable cutoff Hours and Business Days and hours as amended from time to time. Bank's Cutoff Hours for receipt of data transmitted through Online Banking are as follows:

**ACH** 4:00 p.m. Eastern Standard Time  
**Wire Transfer:** 4:00 p.m. Eastern Standard Time (**Domestic**)  
4:00 p.m. Eastern Standard Time (**International**)

Transfers between your accounts are real-time transactions and can be processed at any time the Online Banking system and Bank's data processing system are operating. The Bank's data processing system generally is available from 7:00 a.m. Eastern time until 7:00 p.m. Eastern time and transfers attempted outside those hours will normally not be processed until the system is again available.

**Notice of Receipt of Entry** – Under the NACHA operating rules, which are applicable to ACH transactions involving your account(s), we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will notify you of the receipt of payment in the periodic statement we provide to you.

### **Stopping or Changing Transfers and Payments**

If you want to stop or change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. The normal way to do this



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is for you to access the appropriate function in our Online Banking service no later than the day before the business day the transfer is scheduled to be made, and either delete it or make the change, or you may also use any electronic stop payment method which we provide for this purpose.

You may initiate an online stop payment request for paper items you have written (non-electronically) on your accounts. A stop payment request notice applies only to the check, which conforms EXACTLY to the description on the form. The Bank will not be responsible for failing to stop payment or paying a check prior to the check's date if the information you provided is not correct or sufficient or the specific check cannot be identified in time to stop payment or if the request is untimely. If you make your stop payment request by email or telephone, we will also require you to put your request in the form of a written notification and forward it to us within 14 days. We will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect, or if a written notification is required but not provided. You agree to access the appropriate account history (such as prior account statements) and determine whether the check you want stopped has or has not already been paid. You will incur stop payment charges as disclosed in the current fee schedule for the applicable account. This request/notice will not be effective if the Bank has already cashed the check or is already committed to honor or pay the item under applicable laws, regulations, or rules governing checks.

In the case of a pre-authorized ACH debit, you understand that the originator has the capability to change the amount of the debit and that the Bank may not be able to stop any ACH debit other than one conforming EXACTLY to the description you have given us on the form. If the item is a check, this request/notice must be received prior to any applicable cutoff hour and the Bank must have a reasonable time to act on the request/notice prior to the cutoff hour. If the item is an ACH debit, this request must be received by the Bank at least three (3) business days before the scheduled payment date.

Stop payment requests are valid for six (6) months whether written, oral, or electronic. After that time, the check may be paid and charged to your account unless you renew the stop payment request in writing for an additional fee. This request/notice will be cancelled if the account is closed or transferred. Even if the account is later reopened, a new request/notice must be given. The request/notice is made subject to the terms of the Bank's deposit agreements, as in effect from time to time. You agree to indemnify, defend, and hold us harmless from all actions, claims, and damages related to, or arising from, our action in stopping payment on any check or ACH debit pursuant to your stop payment request.

You may also call or write us at:

**Customer Services**

(864) 364-6130

Or email us [callcenter@clstbank.com](mailto:callcenter@clstbank.com)

**Mailing Address:**

3685 Blue Ridge Blvd

Walhalla, SC 29691

If you call or write, we must receive your request a minimum of 3 business days before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing on paper and get it to us within 14 days after you call.

**Mobile Deposit Usage Requirements and Disclosures**

**Authorized User of Mobile Device.** You represent that you are the owner or authorized user of the Mobile Device you use to receive our Mobile Banking Services, and that you are authorized to approve the applicable charges. You agree that we may send messages through your wireless provider to you and that your wireless provider is acting as your agent when sending and receiving messages. We may use the telephone or mobile phone number, email address or other delivery location we have in our records for you or other such information as you may provide to us to contact you for Mobile Banking.



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**Third Party Service Provider.** Mobile Banking Services are separate and apart from any other charges that may be assessed by your wireless provider. Your wireless provider's standard rates apply to Internet access. While we do not charge for any content, downloading content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your Internet access and messaging plans. Your wireless provider may impose Internet access, message and/or charge limitations that are outside of our control for using this service on your account. All such charges are billed by and payable to your wireless provider. You are responsible for any charges from your wireless provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.

**Mobile Deposit Eligible items.** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC, 12 C.F.R. 229.2, as amended ("Reg. CC"). When the image of the check transmitted to Bank is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code as adopted in Virginia and amended from time to time.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered *ineligible* items:

- Checks payable to any person or entity other than the person or entity that owns the deposit account.
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by maker of the check or item.
- Checks payable jointly, unless deposited into a joint account of the same name(s).
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Bank's current procedures relating to the Services or which are otherwise not acceptable, under the terms of your Bank account.
- Checks payable on sight or payable through drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service, offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the United States Treasury Department.
- Money orders, savings bonds, or traveler's checks.

Nothing in this agreement should be construed as requiring Bank to accept any check or item for deposit, even if we have accepted that type of check or item previously. Nor shall we be required to identify or reject any checks or items that fail to meet the requirements of this agreement.

**Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as "For Community First Bank Mobile Deposit only, account #\_\_\_\_\_" or as otherwise instructed by Bank. You agree to follow any and all other procedures and instructions for use of the Services as Bank may establish from time to time.

**Storage, Security and Destruction of Original Checks.** You agree that once a Check has been deposited through Remote Deposit, the original Check is your property and not the property of the Bank. You shall securely store the original Check for a reasonable period, not to exceed sixty (60) days, after you receive a deposit receipt through Remote Deposit that the Check has been accepted. While the original Check is in your possession, you agree to use a high degree of care to safeguard the original Check and related files against security risks. Security risks include, without limitation, the theft or reproduction of the original



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Check or unauthorized use of the information on the Check or in the file. You shall take appropriate security measures to ensure that:

- a) only authorized persons shall have access to the original Check;
- b) the information contained on the Check shall not be disclosed to unauthorized persons; and
- c) the original Check will not be duplicated, will not be scanned more than one time, and will not be presented, deposited or negotiated again in any way.

Upon request by the Bank you will promptly provide to the Bank a retained original Check, or a sufficient copy of the front and back of the Check in form acceptable to us, to aid in the clearing and collection process, or to resolve claims by third parties, or for our audit or fraud loss prevention purposes. After the sixty (60) day retention period expires, you shall destroy the original Check by shredding it or by any other permanent deletion manner that does not allow the original Check to be accessed by an unauthorized person(s) and in a manner that the original Check is no longer readable or capable of being reconstructed. After destruction of an original Check, the image will be the sole evidence of the original Check.

**Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. Bank may change these limits at any time, at its sole discretion.

**Image Quality.** The image of an item transmitted to the Bank using the Services must be legible, as determined in the sole discretion of Bank. Without limiting the foregoing, the image quality of the item must comply with the requirements established from time to time by Bank, or any other regulatory agency, clearinghouse or association. You agree that we shall not be liable for any damages resulting from a check's or item's poor image quality, including those related to rejection of, or delayed or improper crediting of such check or item, or from any inaccurate information you supply regarding the check or item.

**User Warranties and Indemnification.** You warrant to Bank that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You agree that Consumer protection laws are only applicable for personal accounts, not business accounts.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless Bank from any loss for breach of this warranty provision.

Any breach of the above warranties may result in cancellation of the Service for your specific profile in the Bank mobile application, closure of your accounts, or termination of the client relationship.

**Mobile Banking Services.** You understand and agree that Mobile Banking messages may not be encrypted and may contain personal or confidential information about you, such as, your mobile phone number, your wireless providers name, and the date, time, and content of any mobile banking messages, including, but not limited to, account activity and status of your accounts and other information that you or we may provide. We may use this information to contact you and to provide the Mobile Banking Services and to otherwise operate, develop and improve the Mobile Banking services. Your wireless provider and other service providers may also collect data from your Mobile Banking usage, and their practices are governed by their own policies. We are not responsible or liable for the acts or policies of such service providers. We reserve the right to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property, or otherwise as required or permitted by our agreement(s) with you and our policies and procedures. When you complete forms





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online or otherwise provide us with information in connection with our Mobile Banking service, you agree to provide accurate, complete and true information. We will not be responsible or liable for losses or damages arising from any disclosure of your account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through Mobile Banking.

**Privacy and User Information.** You acknowledge that in connection with your use of Mobile Banking, Community First Bank and its affiliates and service providers, including Licensor and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively “User Information”). Community First Bank and its affiliates and service providers will maintain commercially reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as deemed necessary to deliver Mobile Banking Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Community First Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content

**Rights to Mobile Banking Service.** Our Mobile Banking Services, as well as the content and materials you may receive or access through your use of the Mobile Banking Services, is proprietary to us and our licensors, and is for your personal use only. You will not allow any other person or entity to use the Mobile Banking Services through your account or Mobile Device, nor will you damage, impair, interfere with, or disrupt our Mobile Banking Services or their functionality.

**Mobile Banking Outside the US.** You agree that if you are using our Mobile Banking service outside the United States you are responsible for having access to the appropriate wireless and/or telecommunications networks and for all associated fees and charges.

**Monthly Statements.** Mobile Banking is provided for your convenience and does not replace your monthly account statement, which is the official record of your account.

**Issues with Mobile Banking Service.** Mobile Banking, including, but not limited to, instructions for payment, transfer and other transactions, may be delayed, interrupted or otherwise negatively impacted by factors relating to your Mobile Device, your Internet service provider, wireless provider or other parties, or due to other reasons. We will not be liable for any such delays, interruptions, or negative impacts to Mobile Banking and you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

**Fees.** The bank reserves the right to charge for this service. If there is a fee it will be automatically deducted from your account and you will be notified in writing 30 days prior to any fees assessed.

**Bill Pay.** You will have the ability to do bill payment initiation and bill pay approvals if your current online access is enabled to do so. Limits, bill pay vendors, and amounts scheduled (recurring/non-recurring) within online banking will carry over the mobile banking app.

**Limit on Liability for Acts of Licensor.** We are not responsible or liable for the acts, omissions, systems or services provided by the Licensor or any of the provisions of Section B below, all of which are the responsibility of the Licensor. References to “Agreement” in Section B below are references to Section B only.

**Accessing Online Banking via Mobile Devices.** Not all the Mobile Banking Services or the functionality on the Community First Bank Online Banking website are available when you use a Mobile Device, and Mobile Banking functionality available to you may vary based on the Mobile Device you use or other factors. For those Mobile Banking Services available through your Mobile Device, the Mobile Banking Services may use different terminology and appear in different formats when viewed through your Mobile Device. You may be required to follow different instructions to access Online Banking through your Mobile Device.

**Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL**



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**COMMUNITY FIRST BANK OR LICENSOR OR ANY OF EACH OF THEIR CONTRACTORS OR PROVIDERS OR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MOBILE BANKING SERVICES OR SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, THE LIABILITY OF COMMUNITY FIRST BANK LICENSOR, OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE MOBILE BANKING SERVICES OR THE SOFTWARE SHALL NOT EXCEED TEN (\$10.00) DOLLARS IN THE AGGREGATE.**

**Ownership.** You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to to Mobile Banking Services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

**License.** Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

**Restrictions.** You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and you will only use Mobile Banking or the Software in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) materials or data that are illegal, are harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, as determined by Community First Bank (in its sole discretion), , that are harmful to minors or excessive in quantity; and materials, data or information the transmission of which could diminish or harm the reputation of Community First Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material, information or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco, e-cigarettes or vaporizers), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancel-bots, or other computer programming files or routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Community First Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Vendor any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the



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Software; or (d) otherwise abuse Mobile Banking or the Software.

**U.S. Government Restricted Rights.** The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

**Content and Services.** Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

#### **Statements**

Your funds transfers will be indicated on the monthly statements we provide or make accessible to you for the accounts with us that are involved in the transaction. We may also provide or make accessible to you statement information electronically or by some other means. You have an obligation to review your statements. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement or in any statement information. Pursuant to the terms and conditions of other agreements between you and us, such as the Terms and Conditions, your right to bring a claim against us may be barred or limited due to your failure to timely notify us of errors or unauthorized transactions on any statement or in any statement information.

#### **Disclosure of Information to Others**

See our separate “Customer Information Privacy Notice” for more information about how we use customer information and your choices.

#### **Your Liability for Authorized Transactions**

You are liable for all transactions that you make, authorize or ratify, even if a person you authorize exceeds your authority. If you have given someone your access codes and want to terminate that person’s authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your access codes or take additional steps to prevent further access by such person.

#### **Notify us IMMEDIATELY for Unauthorized Transactions**

Tell us AT ONCE if you believe your access codes have been lost, stolen or otherwise compromised or used without your authorization. Quickly telephoning us is the best way of reducing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit).

You may call or write:

#### **Customer Services**

864-364-6130

Or email [callcenter@cf1stbank.com](mailto:callcenter@cf1stbank.com)

#### **Mailing Address:**

3685 Blue Ridge Blvd

Walhalla, SC 29691

If we provide you with another electronic means of notifying us for this specific purpose, you may use that means. However, DO NOT use a general e-mail service or other electronic means that we have not specifically authorized for this purpose.

#### **Your Liability for Unauthorized Transactions From Consumer Accounts**

This section applies only to transactions from consumer accounts.



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If you do NOT tell us within 2 business days after you learn of the loss or theft of your access codes, and we can prove that we could have stopped someone from using them without your authority if you had told us, you could lose as much as \$500.00. Also, if your statement for a consumer account shows transfers covered by this agreement that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 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 long trip or hospital stay) kept you from telling us, we will extend the time periods.

#### **Transfers Involving Insufficient Funds**

If you instruct us to make a transfer and you do not have a sufficient balance in the account from which you are making the transfer (including available credit under any overdraft line), we may refuse to complete the transaction. We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the transfer.

#### **In Case of Errors or Questions About Transactions Involving Consumer Accounts**

This section applies only to transactions covered by this agreement and that involve consumer accounts.

You may call or write:

#### **Customer Services**

(864) 364-6130

Or email us [callcenter@c1stbank.com](mailto:callcenter@c1stbank.com)

#### **Mailing Address:**

3685 Blue Ridge Blvd

Walhalla, SC 29691

As soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error and why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing so that we receive it within 10 business days.

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



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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 are not required to 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, we may take up to 20 business days to provisionally credit your account for the amount you think is in error.

When the investigation is completed, we will make any necessary or appropriate adjustments to your account. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error or the error was different than you described, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### **Changing Terms and Terminating This Agreement**

This agreement will stay in effect until it is changed or terminated.

We have the right to terminate this agreement at any time. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires such notice. Once we terminate this agreement, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. We may routinely terminate Online Banking service for customers that have not used the service within the first 30 days after activation or if the service has been inactive for a year.

We also have the right to amend this agreement at any time at our sole discretion. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice. You agree to be bound by any amendments or modifications to this Agreement or any other agreement relating to your accounts with us, and your continued use or maintenance of such account shall constitute your acceptance of such amendment or modification. To the extent permitted by law, you expressly waive your right to require your signature indicating acceptance of any amendment or modification. You may terminate this agreement at any time by notifying us in writing. However any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers.

You may terminate this agreement at any time by notifying us in writing. However any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. You are not permitted to alter or amend this agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

#### **Waivers**

No delay or omission by us in exercising any rights or remedies under this agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in a writing enforceable against us. You expressly waive the right to a trial by jury of any cause of action arising out of or relating to this agreement.



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### **Notices and Communications**

Except as otherwise provided in this agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them.

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on Community First Bank's website or by email. You agree to notify us immediately of any change in your email address.

You agree to notify us promptly of any change in your mailing address, e-mail address or telephone number.

### **Recording**

You agree that we may tape record any telephone conversations you have with us regarding the services covered by this agreement. However, we are not obligated to do so and may choose not to in our sole discretion.

### **Attorney Fees**

If we become involved in legal action to defend or enforce this agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law. Your agreement to pay reasonable attorney's fees shall survive entry of a judgment and will not be merged therein. Notwithstanding any judgment, the fee-shifting provisions herein shall not be merged into such judgment but shall survive the same and shall be binding and conclusive on the parties for all time. Post-judgment attorneys' fees and costs incurred by Bank related to the enforcement of such judgment shall be recoverable hereunder in the same or separate actions.

### **Law That Applies**

Regardless of where you live or work or where you access our Online Banking service, this agreement is subject to the federal law of the United States of America and the law of the State of South Carolina. Jurisdiction and venue for all disputes arising under this agreement shall be a court of competent jurisdiction encompassing Oconee County, South Carolina. If any of the terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law. The finding by a court of competent jurisdiction that any provision of this agreement is invalid shall not effect the validity or enforceability of any other provision herein.

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## **THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS:**

### **Company Representative If You Are a Business Entity**

If you are a corporation, partnership, limited liability company, association or some other form of business entity, we will issue one set of access codes to a company representative. It is your responsibility to ensure that access codes are provided only to persons you authorize. You represent to us that each company representative and anyone else using your access codes, whom you acknowledge and agree is deemed a "responsible employee" as that term is used in the Uniform Commercial Code as adopted in South Carolina and amended from time to time, has general authority from your company to give us instructions to perform transactions using our Online Banking service.

Each person using your access codes will have the ability to:



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- Make transfers from qualifying accounts, regardless of the dollar amount of the transaction.
- Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed.
- Obtain information that we make available about qualifying accounts.
- Obtain other services or perform other transactions that we authorize or allow.
- Allow anyone else to use those access codes to make transfers or obtain information or other services.

**Automated Clearing Houses (ACH) Transactions** - We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH credits) and which are not subject to the Electronic Funds Transfer Act. In those cases your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of South Carolina.

#### **Your Liability for Transactions From Business Accounts**

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you or a company representative has given someone your access codes and want to terminate that person's authority, you must notify us that transactions by such person are no longer authorized. You can terminate granted access codes yourself. You may call a branch representative for assistance with terminating an authorized user or company representative. We may have to change your access codes or take additional steps to prevent further access by such person.

Our system supporting our Online Banking service is designed so that it may be operated only upon entry of valid access codes. Since we condition access upon entry of valid access codes, we will accept instructions for transfers or other transactions from any person using valid access codes. This is so even if the person obtaining access:

- Is not a company representative.
- Exceeds your authority or that granted by any company representative.
- Does not have your authority.
- Has had his/her authority changed or revoked.
- Is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate company representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online Banking service.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down. (See the Notify us IMMEDIATELY for Unauthorized Transactions section above.)

You agree to promptly examine all account statements and any confirmations of transfers which we or other financial Institutions may send or make available to you, and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation.

You may call or write:

#### **Customer Services**

(864) 364-6130

Or email us [callcenter@cf1stbank.com](mailto:callcenter@cf1stbank.com)



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**Mailing Address:**

3685 Blue Ridge Blvd  
Walhalla, SC 29691

As soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement. Pursuant to the terms and conditions of other agreements between you and us, such as the Terms and Conditions, your right to bring a claim against us may be barred or limited due to your failure to timely notify us of errors or unauthorized transactions on any statement or in any statement information.

**Limitations on Our Liability in Connection with Business Accounts**

We will make every reasonable effort to provide full performance of our Online Banking system, complete transfers to or from your account, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not solely under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors solely within our control. We are not responsible or liable to you for any loss, damage or injury caused by our Online Banking system. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

If we do not complete a transfer to or from your account on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for only your actual losses caused as a result. However, there are some exceptions. We will NOT be liable, for instance, if: (1) unless solely due to our error, you do not have enough available funds in your account to make a transfer. (2) The transfer would exceed any daily/monthly limit or permitted overdraft line you have with the Bank. (3) Your account is closed, or if it has been frozen. (4) The funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal. (5) The information supplied by you or a third party is incorrect, incomplete, ambiguous, or untimely for any reason. (6) Any electronic terminal, telecommunication device, or any part of the ACB electronic fund transfer system is not working properly and you knew or should have known about the problem when you started the transfer. (7) You have not properly followed the on-screen instructions for using ACB. (8) Circumstances beyond our sole control (such as fire, flood, water damage, power failure, strike, labor dispute, act of war, computer breakdown, telephone line disruption, or a natural disaster), prevent or delay the transfer despite reasonable precautions that we have taken. (9) The accounts you are trying to transfer funds into and from are assigned to different Taxpayer Identification Numbers. (10) If our liability is limited by any other agreement between you and us or by applicable law.

**WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICES WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICES WILL BE UNINTERRUPTED. YOUR USE OF THE MOBILE BANKING SERVICES AND ANY OTHER MATERIAL OR APPLICATION DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE MOBILE BANKING SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.**

**Other Services**

We may provide you other services through our online banking platform which are not covered under this agreement. These services will have a separate agreement with specific terms and conditions.





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### **Security Procedures**

By entering into this agreement and using our Online Banking service to perform transactions from business accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this agreement. This includes, but is not limited to, protection of access codes and other personal and business information. Our security procedures are contained in this agreement and in other written procedures we may provide to you, which are expressly incorporated herein.

You acknowledge receiving a copy in writing of our current security procedures in this agreement and other documents we may provide to you. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may in our sole discretion at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

### **Disclosure**

As a commercial customer, you are not covered by the protections provided by the Electronic Funds Transfer Act (15 U.S.C. 1693 et seq.) (“EFTA”) and its implementing Regulation, Regulation E (12 C.F.R. 205) (“Reg. E”). Therefore, your use of Business Access Online is not covered or protected by the EFTA or Reg. E. As a result, the Company is solely responsible for any and all losses suffered by the Company through its use of Business Access Online.

### **Indemnification**

If you are a business entity or an individual performing transactions from a business account, you agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), losses or damages claimed by any third parties (including but not limited to any company representatives or other persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this agreement from a business account or (ii) your breach of this agreement. You agree to reimburse us for any and all damages, costs and expenses, including reasonable attorney fees, in the event we have to take any action to enforce or defend any claims arising out of or relating to this agreement or your accounts. In no event shall the Bank be responsible for any event, act or omission beyond its sole control, including any acts or omissions by its contractors, agents, and affiliates, or from the Company’s acts or omissions (including without limitation the amount, accuracy, or timeliness of transmittal or authorization of any entry received from Company).

**Termination of Service** - If you want to terminate your access to Community First Bank, call our Deposit Operations Department at (864) 364-6130. After receipt of your call, we may send a written termination authorization for your signature, which needs to be returned to us.

RECURRING TRANSFERS WILL NOT NECESSARILY BE DISCONTINUED BECAUSE YOU TERMINATE ACCESS TO THE SERVICE. IF YOU WANT TO MAKE SURE THAT RECURRING TRANSFERS BETWEEN ACCOUNTS ARE STOPPED, YOU MUST NOTIFY THE BANK IN WRITING AND SPECIFICALLY REQUEST TERMINATION OF THE TRANSFER(S).

**THIS ENDS THE SPECIAL PROVISIONS THAT APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS**



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### **Signatures**

You agree to all of the provisions of this agreement (to the extent applicable as provided in this agreement) by any and all of the following means:

- Using our Online Banking service to perform any transactions.
- Physically signing this agreement.
- Causing your company representative to physically sign this agreement, if you are a business entity.
- Completing a separate electronic consent form to receive disclosures and enter into this agreement electronically.

Your electronic consent or use of our Online Banking service has the same effect as if you had signed this agreement with your physical signature or that of your authorized company representative.

Your physical signature, electronic consent, or use of our Online Banking service is also your acknowledgement that you have received a copy of this agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this agreement, but would like to have a paper copy, please contact us by calling or writing:

### **Customer Services**

(864) 364-6130

Or email us [callcenter@clstbank.com](mailto:callcenter@clstbank.com)

### **Mailing Address:**

3685 Blue Ridge Blvd

Walhalla, SC 29691