

## **COMMUNITY BANK NETTELLER ONLINE CUSTOMER ACCESS AGREEMENT**

**PLEASE READ THIS COMMUNITY BANK OF EAST TENNESSEE INTERNET BANKING AGREEMENT AND DISCLOSURE CAREFULLY BEFORE SIGNING.**

### **Introduction**

This Community Bank of East Tennessee Internet Banking Agreement and Disclosure governs your use of Community Bank NetTeller Online Banking services. Once you continue, enroll in, and use Community Bank NetTeller Online Banking, you agree to all of the terms of this Agreement. Please read it carefully and keep a copy for your records.

### **Definitions**

You or Your - The person(s) subscribing to or using Community Bank NetTeller Online Banking.  
We, Us, or Our - Refers to The Community Bank of East Tennessee and any agent, independent contractor, designee, subsidiary or assignee The Community Bank of East Tennessee may use in the providing of Community Bank NetTeller Online Banking services.  
Business Day - Any calendar day other than Saturday, Sunday, or any holidays recognized by The Community Bank of East Tennessee.

### **About Community Bank NetTeller Online Banking**

Community Bank NetTeller Online Banking allows our customers who enroll to perform a number of banking functions on accounts linked to the Community Bank NetTeller Online Banking service through the use of a personal computer

To access Community Bank NetTeller Online Banking you must have the following:

- A computer equipped with a modem
- A Community Bank of East Tennessee deposit or loan account
- A Community Bank NetTeller Online Banking User ID and Password
- An Internet Service Provider

With Community Bank NetTeller Online Banking you may transact the following services ("Services"):

- View your checking or savings account activity including last month's statement history.
- View current activity and balances on checking, savings and money market accounts.
- Review certificates of deposit.
- Review loan accounts.
- Transfer funds between your Community Bank checking, savings, and money market accounts.
- Make a payment from your Community Bank checking to your Community Bank loans or mortgages.
- View and print check images as of current and previous two-month's account activity.
- Stop Payments.
- Set-up email alert notifications if your balance falls below or exceeds your pre-determined threshold amount.
- Send secure emails.
- Update your Community Bank NetTeller Online Banking access and security information.

### **User Eligibility**

These Services are available only to individuals who can form legally binding contracts under applicable law. If you do not meet the qualifications set forth in this paragraph, you may not use

the Services.

When your Services are linked to one or more joint accounts, we may act on the written or electronic instructions of any authorized signer regarding your Services. Joint account holders using one User ID will be identified as one subscriber to the Services. If joint account holders use individual User IDs, they will be identified as two separate subscribers to the Services.

### **Internet Security Information**

Community Bank NetTeller Online Banking utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. In addition to our log-on security, we use encryption technology for everything you do in the Community Bank NetTeller Online Banking system. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

### **Enrollment Process**

The Community Bank NetTeller Online Banking service requires the customer to complete the enrollment process. This involves completing a short form that will identify the information we need to initiate your service. Use of Community Bank NetTeller Online Banking requires at least one eligible personal deposit or loan account with us.

Because your password is used to access your accounts, you should treat it as you would any other sensitive personal data. You should carefully select a password that is hard to guess. Keep your password safe. Memorize your password and never tell it to anyone. You should consider changing your password occasionally, such as every ninety (90) days. It shall be your sole responsibility to control and protect your Access ID and Password. You covenant and agree with us that we may rely fully upon such codes and passwords, properly entered on the Community Bank NetTeller Online Banking system, as authentic identification of you as user of the Services.

### **Email Opt-In**

The enrollment includes your email address. If permitted by state law, we will from time to time notify you via your email address of product enhancements, service information and news events at The Community Bank of East Tennessee and its subsidiaries. You agree to notify us of any change to your e-mail address so that we may continue to provide you with messages. By agreeing to this disclosure you are agreeing to opt-in for these types of email notifications.

### **Account Access**

Our Services are generally available 24 hours a day, 7 days a week. We reserve the right, under certain circumstances, to deny access to any one or more deposit and/or loan account(s) or to the Services, or to deny the processing of transactions, in order to maintain or restore security to our website and systems. We may do so if we reasonably believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s). We will notify you as soon as possible if this occurs. We will not be liable for any damages caused as a result of the denial of access. In addition, your access to the Services and your account(s) may be restricted during a period of routine maintenance.

If Services are suspended, fail or restricted due directly or indirectly to any act of God, nature or public enemy, war, epidemic, strike, lockout, riot, weather condition, equipment failure or malfunction, electric power disruption or shortage, communication failure or other condition not under the control of us, Services will be restored as soon as reasonably possible and we will not be liable for any damages to you as a result thereof.

### **Transfers**

Processing of Transfer Requests

- Transfers can be made to any of your available Community Bank checking, savings or money market accounts.
- Transfers can be made as a payment to any of your available Community Bank loan or mortgage accounts.
- Transfers will be immediately credited to your account via Memo Post and will be reflected in your statement as of the calendar day they were entered.
- Transfers entered before 4:30 p.m. Eastern will be credited to your account on the date entered.

### **Balance Inquiries and Transfers Limitations**

You may use Community Bank NetTeller Online Banking to check the balance of your accounts and to transfer funds among your accounts. According to Federal regulations, you may not make more than six (6) pre-authorized or automatic transfers from your Money Market Deposit Account or Savings Account during a given monthly statement period. Payments to your Community Bank loans are counted toward this limit.

We strive to provide complete, accurate, and timely account information through the Services. However, unless otherwise required by law, we will not be liable to you if any such information is unavailable, delayed, or inaccurate. Balances shown in your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. If you have further questions, contact your Community Bank NetTeller Online Banking Customer Support at (865) 457-3433. There may be situations that cause a delay in an update of your balances. The system will use the most current balance available at the time of a transaction on which to base our approval.

### **Fees for the Community Bank NetTeller Online Banking Service**

The Community Bank NetTeller Online Banking service is available to our existing personal deposit or loan account customers at no monthly charge for the account information services and transfers.

Additional terms of acceptance or disclosures and fees may apply on the Stop Payment service and these terms will be disclosed at the time that you complete the request. The Stop Payment feature is designed to submit a request to stop payment on checks you have written.

### **Notice of Your Rights and Liabilities**

Notify us immediately if your User ID and Password have been compromised, lost or stolen. Failure to notify us immediately could result in the loss of all money accessible by your password. If we are notified within two (2) business days after you discover that your User ID and password have been compromised, lost or stolen, you can lose no more than \$50 if someone used it without your permission. If you do not notify us within two (2) business days, and we can prove we could have prevented someone from using the User ID and password without your permission, you could lose as much as \$500. If your statement shows unauthorized transfers, notify us within sixty (60) days after the statement is mailed to you. If you do not notify us within sixty (60) days, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if we had been told. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods. Unauthorized transactions should be reported to us: 1) preferably by telephone to Community Bank NetTeller Online Banking Customer Support at (865) 457-3433 or 2) by writing to Community Bank NetTeller Online Banking Customer Support at 151 E. Broad St., Clinton, TN 37716.

### **Protecting Your User ID and Password**

The User ID and Password issued to you are for your security purposes. Your User ID and

Passwords are confidential and should not be disclosed to third parties. You are responsible for safeguarding your User ID and Password. You agree not to disclose or otherwise make your User ID and Password available to anyone not authorized to sign on your accounts. When you give someone your User ID and Password, you are authorizing that person to use the Services, and you are responsible for all transactions the person performs using your Services. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notify us are considered unauthorized.

Transactions that you or someone acting with you initiates with fraudulent intent are also unauthorized transactions.

For your protection, sign off after every Community Bank NetTeller Online Banking session and close your browser to ensure confidentiality.

### **Requirement of Indemnification**

As a condition of your use of the Services, you warrant to us that you will not use the Services for unlawful purposes or in ways which are prohibited by this Agreement or which could damage or disable the Services or interfere with any other party's use and enjoyment of the Services. You agree to indemnify and hold us harmless from any breach of your warranty, including but not limited to any claim made by any third party which is due to or arises out of your use of our Services. Your obligation to indemnify and hold us harmless extends to any judgments, awards, settlements and costs, including reasonable attorney's fees, which stem from a breach of your warranty or any claims made by any third party which is due to or arises out of your use of our Services.

### **Documentation**

We report your Community Bank NetTeller Online Banking transactions on the statements for your linked accounts. You will get a monthly account statement (unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly). A description of each transaction will appear on your statement.

### **Our Liability for Incomplete Transactions**

If we do not complete a transaction to or from your account on time or in the correct amount according to your instructions given in accordance with this Agreement and the transaction relates to a consumer account, we will be liable for your proximate caused losses or damages. However, there are some exceptions. We will not be liable, for instance, if:

- Through no fault of ours, sufficient funds are not showing on the system's available balance in your account in order to facilitate the transfer or the transfer would exceed any permitted overdraft protection you have with us at the time of transaction.
- Funds are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal.
- Your computer, your telephone, the phone lines, or our computer systems were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer.
- You make an error in transferring funds between your accounts.
- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevent or delay the transaction or transfer in spite of reasonable precautions we've taken.
- The information supplied by you involving your account or transfer, is incorrect, incomplete, or untimely.
- We have a reasonable basis for believing that unauthorized use of your User ID or Password has occurred or may be occurring

- For any other reason specified in this Agreement.

Unless otherwise required by law, we will not be liable to you under any circumstances for special, indirect, or consequential damages, including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.

#### **Disclosure of Account Information to Third Parties**

Information to third parties about your account(s) or the transaction(s) you make will only be disclosed if at least one of the following applies:

- It is necessary to complete a transaction.
- To verify the existence and condition of your account to a third party such as a credit bureau or merchant.
- To comply with a governmental agency or court order.
- If permission is given to us by you, which we may require to be in writing.
- To collect information for internal use, the use of our service providers, and our servicing agents and contractors concerning our electronic funds transfer service.
- It involves a claim by or against us concerning a deposit to or withdrawal from your account.
- Where otherwise required or permitted under state or federal laws and/or regulations.

#### **Virus Protection**

Use of these Services is at your own risk. You are responsible for the installation, maintenance, and operation of your computer and browser software. The risk of error, failure, or non-performance is your risk and includes the risk that you do not operate the computer or software properly. We make no warranty to you regarding the computer or software, including any warranty of merchantability or fitness for a particular purpose. We are not responsible for any errors or failures from any malfunction of your computer or the software nor are we responsible for any electronic virus or viruses that you may encounter. We are not responsible for any computer virus related problems that may be associated with the use of the Services. We have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of the computer or the software. We encourage our customers to routinely scan their PC and diskettes using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

#### **Termination**

You may terminate the use of Community Bank NetTeller Online Banking by contacting us in writing by mail or personal delivery to The Community Bank of East Tennessee Online Banking Customer Service, 151 E. Broad St., Clinton, TN 37716, or by telephone to Community Bank NetTeller Online Banking Customer Support at (865) 457-3433. This cancellation effects your Services only and does not terminate your Community Bank of East Tennessee accounts. If your account is closed or restricted for any reason, Community Bank NetTeller Online Banking accessibility will automatically terminate.

We reserve the right, in our sole discretion and with or without cause, to terminate your use of these Services in whole or in part at any time without prior notice. Should the termination be due to insufficient funds, the service may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate services, you must call Community Bank NetTeller Online Banking Customer Support at (865) 457-3433.

#### **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

**Assignment**

This Agreement may not be assigned to any other party by you. We may assign or delegate this Agreement, in part or whole, to any third party.

**Entire Agreement**

This Agreement supplements any other agreements or disclosures related to your account(s), including the Deposit Account Agreement and Regulation E Disclosure that have been provided to you. You should review those agreements for any fees, limitations, or restrictions that they contain which may impact your use of an account with Community Bank NetTeller Online Banking. If there is a conflict between this Agreement and any others, or any statements made by employees or agents, this Agreement shall supersede.

**COMMUNITY BANK NETTELLER  
CUSTOMER ACCESS REQUEST**

I request access to the accounts listed below via Community Bank NetTeller.

Checking	Savings	Loans	Other

I agree that the use of Community Bank NetTeller will be subject to the terms and conditions contained in the Deposit Account Agreement, Customer Access Agreement, and the Regulation E Disclosure that have been provided to me.

By signing below, I request the bank to issue a user Login ID and Personal Identification Number (PIN).

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Customer Signature and Date

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Customer Email Address